SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SANTA BARBARA
SANTA MARIA BRANCH; COOK STREET DIVISION
DEPARTMENT SM-2 HON. RODNEY S. MELVILLE, JUDGE

THE PEOPLE OF THE STATE OF)
CALIFORNIA,)
Plaintiff,)
-vs-) No. 1133603
MICHAEL JOE JACKSON,)
Defendant.)

REPORTER'S TRANSCRIPT OF PROCEEDINGS

THURSDAY, MAY 12, 2005

8:30 A.M.

(PAGES 9953 THROUGH 9999)

REPORTED MICHELE MATTSON McNEIL, RPR, CRR, CSR #3304
BY: Official Court Reporter 9953

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1 I N D E X
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3 Note:Mr. Sneddon is listed as “SN” on index.
4 Mr. Zonen is listed as “Z” on index. Mr. Auchincloss is listed as “A” on index.
5 Mr. Mesereau is listed as “M” on index. Ms. Yu is listed as “Y” on index.
6 Mr. Sanger is listed as “SA” on index.
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9 DEFENDANT’S
10 WITNESSES DIRECT CROSS REDIRECT RECROSS
11 VELASCO, Carlos 9965-SA 9969-A 9971-SA
12 LEGRAND,
13 David G. 9972-M
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Santa Maria, California
Thursday, May 12, 2005
8:30 a.m.

(The following proceedings were held in open court outside the presence and hearing of the jury:)

THE COURT: Good morning, everyone.
COUNSEL AT COUNSEL TABLE: (In unison) Good morning, Your Honor.
THE COURT: According to the information I have, you intend to call Mr. Velasco next; is that right?
MR. SANGER: Your Honor -- whoa. Let me go to this one, Your Honor. I think I just destroyed government property. I'm sorry.
We have a few minutes left of this tape. I thought it was four or five. The District Attorney thought maybe there was ten left. Whatever it is, there's not much more.
We have the tape, and then Mr. Velasco next, and following that we're seeking to call Mr. LeGrand and Mr. Robinson. That's our proposed procedure.
Now, we received something on Mr. Robinson. Mr. Mesereau would respond to Mr. LeGrand. And if the Court permits, I would respond to what was just filed regarding Mr. Robinson. 9956

THE COURT: Your next witness is Velasco, right?
MR. SANGER: Velasco. There's no issue with Mr. Velasco. It's going to be very brief.
THE COURT: Is that correct, District Attorney?
MR. AUCHINCLOSS: Yes, Your Honor. I believe he will be a very brief witness.
THE COURT: You've worked that out.
MR. SANGER: I don't think there was ever an issue with regard to Mr. Velasco. You're thinking of Vivanco.
THE COURT: That's a different person.
MR. SANGER: That's a different person. We had agreed with I think the thrust of their motion. We filed a response this morning. Did you receive that, Your Honor?
THE COURT: Yes, it upsets me greatly.
MR. SANGER: Oh, I'm sorry.
THE COURT: No.
MR. SANGER: I'm kind of surprised. I don't know why, which probably makes it even worse. I'm sorry. Okay.
THE COURT: You just stop and think about it.
MR. ZONEN: We haven't received anything this morning.
MR. SANGER: Okay. That it's this morning? Okay. I'll have to think about it some more. 9957

THE COURT: Yes, you better.
MR. SANGER: Vivanco is not for this morning. We were possibly, depending on what else happens, going to try to call him as early as this afternoon. But I'll have to -- I'll have to look back at the response and see what it is that upset the Court. And I apologize. I honestly don't know. But Velasco is okay. And we have Robinson and LeGrand. Those are the issues I think we have to address, if that's all right.
THE COURT: All right. Take up the issue on Robinson.
MR. SANGER: Yes. I think there is a failure to communicate or something. We went back and forth with e-mails. As I pointed out, we had discovered -- I'm talking like Mr. Auchincloss. We had provided in discovery a copy of the report. We have a Bates stamp number. We've shown it to counsel. It was, in fact, turned over -- Was it February?
MS. YU: 3rd.
MR. SANGER: 3rd. It was turned over in a timely fashion. He was, in fact, their witness. He was called before the grand jury and they also have tape-recorded statements of him. Our statement, as I told Mr. Auchincloss, pretty much says that he says the same thing that he said to them and he said under oath. So there's a 9958

question of whether it would have to be turned over or not at all, but we did turn it over on February the 3rd. For some reason, they have some handwritten notes that were turned over at the same time, but Mr. Auchincloss said he wasn't able to locate the other. However, it was Bates stamped in the ordinary sequence and it was turned over. So I think we're fine on Robinson.

MR. AUCHINCLOSS: That is correct, Your Honor. We did have discovery of the Robinson report. Our clerks went through the files, the 40,000 pages that have been provided, and did not locate it. I just pointed out -- it was pointed out to me this morning the exact Bates stamp number. I've reviewed our database, and we do have a report on Christian Robinson, which I've just read.

We also -- I would just mention that the report does have several material facts or additions that were never mentioned in the transcript of the grand jury and the testimony of the grand jury or in the interviews with the police. So there are some new developments there. So I'm trying to get up to speed on Mr. Robinson right now.

If you'd like, I can address Mr. LeGrand's -- the issue concerning Mr. LeGrand. Counsel has just provided me with a LeGrand exhibit book, which I've had no opportunity to look at. I asked Mr. Mesereau if he intended to 9959

introduce these exhibits and he said yes, for the most part, he did intend to introduce most of them.
Mr. LeGrand. We've received hundreds and hundreds of pages of legal documents, many of them similar to what appears in this binder, but we have no idea where they came from, whether they represent complete files, partial files. Basic authentication issues. But I don't think those are of any particularly great moment.
We also know that Mr. LeGrand has had communications, or it appears from these very documents that he's had communication with Mr. Cochran and Mr. Geragos, former counsel, and yet there are no reports. So if counsel insists that they have never talked to Mr. LeGrand, we'd at least be entitled to find out how they obtained these documents and the chain of custody of them.
He's going to be a complicated witness. And it will probably take more than a day to cover his testimony. I anticipate that we'll have him on cross for quite some period of time given the defense exhibits. I anticipate the same from the defendant, so we are not prepared to go forward with Mr. LeGrand today.
THE COURT: Mr. Mesereau?
MR. MESEREAU: Yes, thank you, Your Honor.
Your Honor, I produced in December every document involving Mr. LeGrand that was in my 9960

possession. We had decided in December to waive the attorney-client privilege. Mr. Auchincloss has had all of these documents, including the ones in the binder, since December. He has known that we are waiving the privilege since December.

My approach, and I think it was the correct one, was that once we waived the privilege, all of Mr. LeGrand's correspondence, drafts, memorandum, documents in his possession that had been cc'd to him were statements, in effect. So I turned them over to the prosecution as what I believe were witness statements.

They have more witness statements from this particular witness than any witness that's going to appear in the case. And my examination of Mr. LeGrand is going to not differ or vary from what is contained in all of those witness statements. So I am rather shocked at the prosecutor's position, because he's had these things since last December, and he got probably ten binders' worth of documents. The issues they cover are very clear. Everything from the Bashir litigation, to Dieter and Konitzer, to financial issues. In fact, as the Court may recall, when Mr. Auchincloss put an expert on the stand to deal with financial issues, some of the documents Mr. Auchincloss had him review and refer to were David LeGrand documents, so how he can possibly say he's not prepared, I don't understand. 9961

Every document in this binder that he has, he has had since last December. And as I say, I think if you take the position that these are all witness statements, he has more witness statements than any other witness in the case. There's nothing to surprise him about. In fact, my cross-examination of his financial expert had to do with LeGrand documents that Mr. Auchincloss acknowledged he had. So I don't see -- after we decided to waive the privilege, everything was given to him, or given to the prosecution.

THE COURT: Counsel?

MR. AUCHINCLOSS: Just one remark.

We're entitled to more than just exhibits. We're entitled to statements. If they have talked to Mr. LeGrand, we're entitled to discovery of what he said to the defense, and what he provided them, even in the transference of these documents. So to simply state that they can dump this box full of documents in our lap and give us no indication of where they came from or how they were produced or no indication of what they intend to adduce during the testimony of Mr. LeGrand, that we're just supposed to divine what his testimony will be from his complete files, is certainly not in accord with the discovery statutes. Particularly when they've had communications with him. Those communications are statements. They have to be 9962

documented, they have to be turned over, and that hasn't happened.
THE COURT: Mr. Mesereau?
MR. MESEREAU: Yes.
I have not discussed his testimony with him.
I have had discussions about flight arrangements.
And he's prepared to testify to that.
Since I decided to waive the privilege,
we've given him everything we had. And as I say, he has more witness statements than with anybody. And I don't think we're required to sit down with the prosecutors and fulfill their every desire to go through every document and tell them where they came from. The reality is virtually every document has a law firm name on it or an indication of where it came from, and the date, and the signature. I don't understand the objection.
THE COURT: All right. We'll go forward with the testimony. And based on that representation, if it appears during the course of the testimony that that's not accurate, we'll take it up then again.
All right. We'll bring in the jury now.
MR. SANGER: Before you do that, can we just approach on one procedural matter?
Do you want -- do you want me to do it?
Okay. One procedural matter?
THE COURT: All right. Do you want to ask someone to come up, Mr. Sneddon? 9963

MR. SNEDDON: I'm coming.
(Discussion held off the record at sidebar.)
THE COURT: All right. We'll have the jury come in.

(The following proceedings were held in open court in the presence and hearing of the jury:)

THE COURT: Good morning.
THE JURY: (In unison) Good morning.
THE COURT: I hear you're getting special treats this week.
A JUROR: Yes.
THE COURT: Pretty good. Pretty good. All right. Counsel, you ready to proceed?
MR. SANGER: Yes. I always say that with some trepidation when I'm going to push a button here, but, I believe we left off at Exhibit 5009-C. And we left off at counter 58:27, so I have it at 58:20. So there will be a repeat of seven seconds, and then we should finish the tape.
THE COURT: All right.
MR. SANGER: If I may.
(Whereupon, a portion of a DVD, Defendant's Exhibit 5009-C, was played for the Court and jury.)
MR. SANGER: That is the end.
THE COURT: All right. Call your next 9964

witness.
MR. SANGER: Yes, Your Honor. We'll call Carlos Velasco, if we may, please.
While he's getting there, I'll give this to the clerk. More precisely is, returning Exhibit 5009 to the clerk.
THE COURT: You may remain standing. Face the clerk. Raise your right hand.

CARLOS VELASCO
Having been sworn, testified as follows:

THE WITNESS: Yes.
THE CLERK: Please be seated. State and spell your name for the record.
THE WITNESS: Carlos Velasco. Last name, V-e-l-a-s-c-o.
THE COURT: Can't hear him.

DIRECT EXAMINATION
BY MR. SANGER:
Q. Okay, Mr. Velasco. Oh. It's real important to sit very close to the microphone. It's just the way it is in this courtroom. It's very hard to do. Every witness has a problem doing that.
A. Okay.
Q. Okay. Mr. Velasco, do you know the gentleman seated right there? 9965

A. Yes, I do.
Q. Who is that?
A. Michael Jackson.
Q. How do you know Michael Jackson?
A. My father worked for him for a long period of time. Still works for him. And I used to go to Family Day once a year.
Q. Okay.
BAILIFF CORTEZ: I'm sorry, sir. You're going to have --
Q. BY MR. SANGER: You have a soft voice. You have to speak even louder and right in the microphone, okay?
So your father -- you say your father worked for Mr. Jackson?
A. Yes.
Q. Did you have occasion to go to Neverland Ranch yourself?
A. Yes.
Q. And on what occasions did you go to Neverland Ranch?
A. Family Day. I worked there twice. And that's basically it.
Q. Okay. So I heard you say "Family Day," and we've heard about that. That's where the employees can invite family members; is that right?
A. Yes.
Q. And so you went, spent the day, had a good 9966

time?
A. Yes.
Q. About how many times did you do that?
A. Around 20.
Q. Okay. And did I hear you say you were employed there?
A. Yeah.
Q. You just have to really speak up a little more. I know it's hard.
And what did you do while you were employed there?
A. I did groundskeeping.
Q. And roughly when was that that you were employed there?
A. About '97, '98. 1998.
Q. Okay. During the course of the time that you were employed at Neverland Ranch -- let me withdraw that. During the course of the time that you had contact with Neverland Ranch, as a guest, did you have occasion to meet a young man named Jason Francia?
A. Yes, I did.
Q. Did you meet him at the ranch for the first time or did you meet him someplace else?
A. It was at the ranch.
Q. And on how many occasions did you see Jason Francia at the ranch?
A. Quite a few. I mean, especially during 9967

Family Day. Probably about four times.
Q. All right. And did you also get to know
Jason Francia outside of Neverland?
A. Yes, I did.
Q. And how was that?
A. Went to high school together.
Q. What high school was that?
A. Santa Maria High School.
Q. All right. Now, during the time that you
spent with Jason Francia at the ranch, did you ever
see Mr. Jackson there at the same time that you and
Jason were there?
A. Yes.
Q. Did you ever see Mr. Jackson interact with
Jason Francia in any inappropriate way whatsoever?
A. No.
Q. What kind of a relationship did Mr. Francia
seem to have -- and at that time I guess he was
younger, but we'll call him "Jason."
What kind of relationship did Jason have
with Mr. Jackson, as far as you could tell?
A. Just a normal one. I mean --
Q. What kind of relationship did you have with
Mr. Jackson?
A. Just a normal one.
Q. So was your relationship any different, as
far as you could tell, from that of Mr. Francia?
A. No, it wasn't. 9968

Q. All right. Now, during the time you were with Mr. Francia at the ranch and thereafter throughout high school in Santa Maria, did you ever hear Mr. Francia mention in any way anything inappropriate happening with Mr. Jackson?
A. No.
Q. And during high school, did you -- did you consider yourself friends with Jason?
A. Yes.
Q. Did you hang around with the same circle of friends?
A. Yes.
MR. SANGER: Okay. No further questions.
THE COURT: Cross-examine?

CROSS-EXAMINATION
BY MR. AUCHINCLOSS:
Q. Mr. Velasco, have you ever slept with Mr. Jackson?
A. No, I haven't.
Q. Has that ever occurred to you, to sleep with Mr. Jackson?
A. Never.
Q. Did you ever want to sleep with Mr. Jackson?
A. No.
Q. Do you believe child molest victims normally broadcast the fact that they're victims to their high school peers? 9969

MR. SANGER: Objection. Beyond the scope of direct and no foundation.
THE COURT: Sustained.
Q. BY MR. AUCHINCLOSS: Your testimony is that you never heard that Jason Francia -- or Jason Francia never told you that he was molested by Mr. Jackson?
A. Correct.
Q. You have seen Mr. Jackson interact with Jason Francia, true?
A. Well, he talked to all of us. It wasn't just specifically him.
Q. Okay. My question was, have you seen Jason Francia interact with Michael Jackson?
A. Yes.
Q. Jason Francia was friend of Mr. Jackson's, true?
A. Yes.
Q. And do you have any idea whatsoever whether Jason Francia was molested by Michael Jackson?
MR. SANGER: Objection. Calls for an opinion without foundation; beyond the scope of direct.
THE COURT: Overruled.
You may answer.
THE WITNESS: No.
Q. BY MR. AUCHINCLOSS: You have no idea?
A. (Shakes head from side to side.) 9970

MR. AUCHINCLOSS: Thank you. No further questions.

REDIRECT EXAMINATION

BY MR. SANGER:

Q. All right. Did you see or hear anything that suggested to you in any way that Jason Francia was molested by Michael Jackson?

A. Never.

MR. SANGER: Okay. Thank you. No further questions.

MR. AUCHINCLOSS: No questions.

THE COURT: All right. Thank you. You may step down.

Call your next witness.

MR. MESEREAU: The defense is going to call David LeGrand, Your Honor.

While we're getting ready, I have an exhibit book for the Court as well as the witness. If I may approach.

THE COURT: You may.

Are these marked?

MR. MESEREAU: They are not.

THE COURT: How are you going to proceed?

MR. MESEREAU: I was going to take the witness through the exhibits and then mark them appropriately as the Court would like to do.

THE COURT: You'll need to mark them when 9971

you show him the exhibits so that the record accurately reflects what you're showing.
MR. MESEREAU: Okay.
THE COURT: Come forward, sir.
MR. MESEREAU: Pardon me.
THE COURT: When you get to the witness stand, please remain standing.
Face the clerk here and raise your right hand.

DAVID G. LEGRAND
Having been sworn, testified as follows:

THE WITNESS: I do.
THE CLERK: Please be seated. State and spell your name for the record.
THE WITNESS: My name is David G. LeGrand. It's L-e, capital G-r-a-n-d.
THE CLERK: Thank you.

DIRECT EXAMINATION
BY MR. MESEREAU:
Q. Good morning, Mr. LeGrand.
A. Good morning.
Q. You are an attorney, correct?
A. Yes.
Q. And you practice in Las Vegas, Nevada, right? 9972

A. Yes.
Q. At one point you were an attorney for Michael Jackson, right?
A. Yes.
Q. And for the record, Mr. Jackson is the fellow sitting at counsel table, right?
A. Yes.
Q. When did you begin representing Mr. Jackson?
A. I think it was late January 2002, I believe.
Q. And approximately when did you cease representing Mr. Jackson, just approximately?
A. Well, my services were terminated on about March 28th of that year. I think it's '02. I've lost track of time. It may have been '03. I think it was '03, actually. And then I was re-engaged for one specific case that I continued to manage on his behalf until around September of '04.
Q. And you still are a practicing attorney, right?
A. Yes, sir.
Q. Would you please give a summary of your educational background?
A. I'm a -- I have a bachelor of arts degree from Duke University and a JD from the Ohio State University College of Law.
Q. Would you please just summarize your career as an attorney?
A. Following graduation from law school, I was 9973

employed at the Ohio Division of Securities as an enforcement attorney for the State of Ohio Department of Commerce, Division of Securities, for about two years. And then for about a year I was counsel to the commissioner of the Ohio Division of Securities. I subsequently entered private practice in 1982.

Q. Now, you said you were an enforcement attorney. Would you please explain what that means?

A. I was responsible for investigating complaints with regards to violations of state securities law and preparing appropriate recommendations to the Attorney General for civil and/or criminal action. Criminal action would be through a state prosecutor.

Q. Now, were you in effect a prosecutor yourself?

A. Actually, I -- for a time I was sworn as an assistant county prosecutor in Franklin County, Ohio, working with the white-collar crime division.

Q. What kind of cases were you prosecuting in -- when you had that job?

A. Securities fraud.

Q. Okay. And what is securities fraud?

A. Securities fraud is -- a typical example would be where money is raised by promoters for investments where the disclosures by the promoters are less than accurate. You know, deceptive, 9974

fraudulent misrepresentations for the purpose of obtaining money from others.
Q. You're talking about prosecuting primarily financial-related crimes, correct?
A. Yes.
Q. And you indicated you did some investigating work in one of the prosecuting offices; is that true?
A. Well, my role as an enforcement attorney was to do investigatory work. And then typically we would hand the case over to the Attorney General's Office for civil action or a county prosecutor for criminal action. And then being sworn as an assistant county prosecutor, I was able to assist the prosecutor's office in making the grand jury presentations.
Q. What -- could you give some examples of some of the cases you were involved in prosecuting?
A. The most significant case I was involved in involved oil and gas promotion, and we obtained a plea on six felony counts of misrepresentations in connection with the sale of securities.
I was also involved in a case involving some art tax shelters. And I worked with a federal task force on a coal mine fraud out of West Virginia, where there were victims in Ohio.
Q. And how long were you a prosecuting attorney? 9975

A. Well, I was sworn as an assistant county prosecutor in Franklin County I believe for about a year. It might have been a year and a half. I'm really not sure today. It's been, you know, more than 20 years ago.
Q. And how long were you associated with any prosecuting office?
A. It would have been the same time period.
Q. After you were a prosecutor prosecuting financial-related crimes, what did you do next?
A. I entered private practice in 1982.
Q. And have you been in private practice ever since?
A. Yes.
Q. When you were representing Michael Jackson, were you associated with any law firm?
A. Yes. I was with the firm of Hale Lane Peek Dennison and Howard in Las Vegas, Nevada.
Q. And did you have a specialty?
A. We don't use the term "specialty." The Nevada Supreme Court frowns upon that type of terminology. My practice emphasizes corporate and transactional work. But I don't claim to be a specialist.
Q. All right. And when you were representing Mr. Jackson, was the work you did primarily corporate and transactional work?
A. Yes. 9976

Q. How did you begin to represent Mr. Jackson?
A. I was introduced to Mr. Jackson through a gentleman named Ronald Konitzer.
Q. Had you known Mr. Konitzer for some time?
A. Yes.
Q. When did you meet Mr. Konitzer, approximately?
A. I'm not sure. It was sometime in the early to mid-1990s.
Q. And had you done any legal work for him?
A. Yes. I represented a company he was associated with.
Q. And which company was that?
A. Hi-Tec America, I think was the name.
Q. And how long did you represent Hi-Tec America?
A. You know, it was a couple of years off and on. And then the -- I really hadn't heard from Ronald for a couple of years. We might have exchanged Christmas cards, but I wasn't actively providing legal service to him in -- you know, when he contacted me, I think it was in 2002.
Q. Now, did you represent Mr. Jackson personally?
A. Eventually, yes.
Q. And what do you mean by that?
A. Well, the engagement with Mr. Jackson was for -- with him, yes, in January, I think it was 9977

1 January ‘03.
2 Q. And did you represent any companies
3 associated with Mr. Jackson?
4 A. Yes.
5 Q. Which companies were they?
6 A. Well, there was MJJ Productions. I believe
7 there’s a company associated with the ranch.
8 There’s another company that I can’t remember the
9 name that has to do with some of his creative work.
10 I really don’t remember the names of all the
11 companies, but there were two -- you know, three or
12 four.
13 Q. And at the time you were representing Mr.
14 Jackson and companies associated with Mr. Jackson,
15 did you consider yourself his primary transactional
16 attorney?
17 A. Yes.
18 Q. Why is that?
19 A. At the time I was engaged, part of the
20 conversation and plan was to basically bring in a
21 new team to represent Mr. Jackson. Part of that
22 process involved terminating some of the
23 representation of people that had been providing
24 legal service to him and bringing, you know, fresh
25 blood to the representation.
26 Q. And you mentioned January of 2003. Was that
27 the approximate time this activity was going on?
28 A. Well, that’s when it began. I mean, it -- 9978

this process took time.
Q. So approximately January of 2003 efforts were made to bring in a new team to represent Mr. Jackson; is that what you're saying?
A. Yes. A new set of lawyers, accountants and professionals.
Q. Now, was this your idea?
A. No.
Q. Whose idea was it?
A. It was communicated to me by --
MR. AUCHINCLOSS: Objection. Hearsay; foundation.
THE COURT: Overruled.
You may answer.
THE WITNESS: It was communicated to me by both Mr. Konitzer and by Mr. Jackson.
Q. BY MR. MESEREAU: And when you began to bring in a new team to represent Mr. Jackson, what is the first thing you did?
A. The initial focus was to assemble a group of lawyers to respond to the pending presentation of the Martin Bashir video in the UK. I spoke to a number of different lawyers, including partners in my firm, and within, oh, a day or two, we -- I had Mr. Jackson on a teleconference with lawyers in the United Kingdom, as well as the United States, to discuss the possibilities of responding to the pending production in the UK by Martin Bashir and 9979

1 Granada.
2 Q. What was the concern about the Bashir
3 documentary, as far as you were concerned?
4 A. That no one, from Mr. Jackson's perspective,
5 had been given the opportunity to review the final
6 edited production work. That was a concern. We had
7 no idea what was going to be presented in the UK.
8 There were clips that were being broadcast as
9 promotion, but the substance of the program was an
10 unknown.
11 Q. Now, how did you become aware of these clips
12 that were being used to promote the documentary?
13 A. I'm not sure today. There were people --
14 friends of Michael in the UK, I'm sure, who saw
15 them. I really don't know.
16 Q. Well, are you saying that there was a
17 concern about what was going to be in the Bashir
18 documentary before it actually aired?
19 A. Yes.
20 Q. Okay.
21 A. And there was news -- I remember there was
22 news press in the United States about these clips
23 and there was a lot of buzz being generated
24 nationally and internationally about this.
25 Q. This is still in January of 2003; is that
26 right?
27 A. Yes.
28 Q. Okay. And what did you see your job as 9980

being when it came to responding to these promotional clips? What exactly were you trying to do?
A. Well, my -- first, you know, as an attorney seeking to represent my client, I engaged professionals with knowledge of, you know, copyright law, contract law, to analyze the agreements and to try to put together a plan of action and alternatives, try to identify the costs associated with taking action, trying to figure out who would be appropriate to contact at Granada to discuss the concerns, and try to take positive action on behalf of Mr. Jackson and his family.
Q. And was there a concern that the promotional clips indicated that there was going to be a documentary before Mr. Jackson or anyone associated with Mr. Jackson had a chance to look at it?
A. Yes. That was clearly a concern.
Q. Okay. What did you do in response?
A. Well, I worked with the Paul Hastings law firm out of Los Angeles, and their firm in the UK. We engaged a barrister, a noted barrister in the UK, Sir Andrew Hochhousler I believe is his name. We engaged a solicitor in the UK. We had several attorneys here in the U.S., Mr. Genga from the Paul Hastings firm, Mr. Joss from the Paul Hastings firm. We reviewed what documents -- the few -- very few documents that existed with respect to Mr. Jackson 9981

and Mr. Bashir. We discussed the events that led to the filming with Mr. Jackson.
We ultimately decided upon a course of action that resulted in a lawsuit being filed in the UK against Granada and Mr. Bashir on behalf of Mr. Jackson. And in connection with that lawsuit, Granada entered into a court order agreeing to a number of terms that we had sought that -- you know, that group of lawyers had sought, including that there would be no DVDs produced of the televisual production. There would be no VHS. That they would not use the outtakes to create a second program. I mean, these sorts of things were negotiated over a period of weeks and ultimately agreed to and put into the form of a court order in the United Kingdom.
Q. Now, you mentioned someone named Granada. Who is that?
A. The only person that I recall associated with Granada was Martin Bashir, and I'm not sure if he was an employee or independent contractor at that time.
Q. Maybe my question was poor. What is Granada?
A. Oh. My understanding, Granada is a very large broadcasting company. It's like an ABC or CBS, in the UK. They own and generate television productions in both UK and I believe in, you know, 9982

Europe.
Q. Now, the lawsuit was filed in England; is that correct?
A. Yes.
Q. And it was filed on behalf of Mr. Jackson, right?
A. Yes.
Q. And you mentioned that there were very few documents involving the Bashir documentary. What do you mean?
A. The only -- there were only two pieces of paper that Mr. Jackson provided to the lawyers with respect to the Martin Bashir broadcast. They were basically two separate pieces of paper signed at two different times, consisting of a little over a paragraph on each piece of paper, and that apparently represented the total contractual arrangement with respect to the production of the Bashir/Granada video.
Q. Did it appear that Mr. Jackson had gotten any legal advice before he entered into this project with Bashir?
MR. AUCHINCLOSS: Objection. Speculation; foundation.
THE COURT: Sustained.
Q. BY MR. MESEREAU: Was it your understanding that Mr. Jackson had had any legal representation when he entered into any arrangement with Mr. 9983

Bashir?
MR. AUCHINCLOSS: Same objection.
THE COURT: Sustained.
Q. BY MR. MESEREAU: Do you know whether or not, before Mr. Jackson did the Bashir documentary, any lawyer had represented him?
MR. AUCHINCLOSS: Objection. Same -- same objection.
THE COURT: Overruled.
You may answer that “yes” or “no.” If you can’t answer that “yes” or “no,” tell me.
THE WITNESS: It’s difficult to answer “yes” or “no,” Your Honor.
THE COURT: All right. Then I’ll sustain the objection to the question.
Q. BY MR. MESEREAU: Had you yourself documented any transactions involving television documentaries in your career before representing Mr. Jackson?
A. No.
Q. Did you have any understanding of what kind of documents one would typically execute and sign before doing a T.V. documentary at that time?
A. Yes.
Q. And what was your understanding about the typical types of documents one executes before doing a television documentary?
A. There are typically fairly extensive 9984

agreements that would document ownership of copyright, licensing, you know, national, international royalties, you know, method -- there's just a host of issues that would typically be addressed with a persona of the magnitude of Mr. Jackson and a production of this type.
Q. And when you began to represent Mr. Jackson and when you started looking into the circumstances surrounding the Bashir documentary, did you see any of those documents you just described?
A. No.
Q. Did you form an opinion about the kinds of documents Mr. Jackson had signed before he did the Bashir documentary?
MR. AUCHINCLOSS: Objection; calls for a conclusion.
THE COURT: Overruled.
You may answer.
THE WITNESS: The two documents reflecting Mr. Jackson's agreement with Granada were terrible contracts. They were vague. They lacked, you know, precision, detail. There were numerous provisions that simply were not addressed. They were very simple, you know, one-paragraph documents.
Q. BY MR. MESEREAU: Did you ever determine who had drafted those documents?
A. I believe Martin Bashir drafted them.
Q. Was it your understanding that Mr. Bashir -- 9985

MR. AUCHINCLOSS: I'll object and move to strike. Lack of foundation.
THE COURT: Sustained.
MR. AUCHINCLOSS: No personal knowledge.
THE COURT: Sustained. Stricken.
Q. BY MR. MESEREAU: Did you ever learn who had drafted those documents?
A. I honestly don't recall today.
Q. Okay.
A. I'm sorry.
Q. You reviewed -- was it two documents?
A. Yes.
Q. And what were those two documents?
A. They were one-page -- they each consisted of one piece of paper, one page each, and they, you know, to my recollection, were one, maybe two paragraphs. They were very short. And they basically granted the rights to Granada to make a televisual production based on the life of Mr. Jackson as he knew it.
Q. Did it appear to you that Mr. Jackson had been taken advantage of by Mr. Bashir?
MR. AUCHINCLOSS: Objection. Improper opinion; calls for a conclusion.
THE COURT: Sustained.
Q. BY MR. MESEREAU: When you looked at these documents and you learned about the circumstances surrounding the development of the Bashir 9986

documentary, did you form any conclusion about whether or not Mr. Jackson understood what he was doing?
A. I found it hard to believe that this -- that these two pieces --
MR. AUCHINCLOSS: I'll object to the answer being more than "yes" or "no."
THE COURT: Sustained.
Q. BY MR. MESEREAU: You spoke to Mr. Jackson at one point about the making of the Bashir documentary, right?
A. Yes.
Q. You spoke to lawyers in England about the legality surrounding that documentary, true?
A. Yes.
Q. You hired lawyers in America to explore what had happened in the making of that documentary, correct?
MR. AUCHINCLOSS: Objection; leading.
THE COURT: Overruled.
Q. BY MR. MESEREAU: Is that true?
A. Yes.
Q. Was it one of the most poorly documented television transactions you'd ever seen?
MR. AUCHINCLOSS: Objection. Leading; calls for a conclusion.
THE COURT: Overruled.
You may answer. 9987

THE WITNESS: I really had no background, you know, adequate to assess that. However, Mr. Genga from the Paul Hastings firm and -- was, I would say, shocked by the --
MR. AUCHINCLOSS: I'm going to object. Move to strike; hearsay.
THE COURT: Sustained. Stricken.
Q. BY MR. MESEREAU: What was your legal position in the lawsuit that was filed in England on behalf of Mr. Jackson?
MR. AUCHINCLOSS: Objection; vague.
THE COURT: Overruled.
You may answer.
THE WITNESS: I was primarily responsible for managing, coordinating and facilitating the trial lawyers, the solicitors, the U.S. and UK components of the -- of the lawyers. We also had a firm in the UK called Bell Yard that was a public relations firm that was hired through, I believe, one of the UK solicitors.
And my primary role was to assist in formulating a plan, tactics, coordinating the delivery of the legal services by the different components. We needed witness statements. We needed, you know, background material. We needed research. I would -- my primary role was really a facilitator or manager of the other lawyers.
Q. BY MR. MESEREAU: And what was Mr. Jackson's 9988

legal position, as you understood it, in the lawsuit filed in England?
A. Well, this has been a few years. The claims were that Mr. Bashir, and through Mr. Bashir Granada, misrepresented to Mr. Jackson what they were going to accomplish in this production. Mr. Jackson had told me that Mr. Bashir had promised him the right to screen and edit the final production before it went on to -- you know, on the air.
MR. AUCHINCLOSS: I'm going to object and move to strike that last sentence as hearsay.
THE COURT: Sustained. It's nonresponsive.
Q. BY MR. MESEREAU: I'm just asking you to testify, as best you can recall, the legal position lawyers took on behalf of Mr. Jackson in that suit in England against Bashir.
A. Well, we took the position that Granada did not own the copyright. We asserted that they had a license, rather than ownership. We were seeking custody and ownership of all the video. We were seeking to limit the after-market production, you know, VHS or DVDs. And seek damages from Granada for breach of their agreement with Mr. Jackson.
Q. And was most of the agreement you were claiming was breached oral understandings, as opposed to written?
A. Well, certainly some. 9989

Q. When you looked at what you described as a few documents that Mr. Jackson had signed involving the Bashir documentary, do you recall seeing anything about compensation?
A. I'm not sure if it was in the document or not. Mr. Jackson did not seek compensation for the production. But he did expect a significant donation to a charity.
Q. So basically Mr. Jackson worked with Mr. Bashir for free, right?
A. Yes.
Q. And Mr. Bashir and his company were standing to make millions on this show, true?
A. To the best of my knowledge, yes.
Q. To your knowledge, was this documentary distributed around the world?
A. Yes.
Q. To your knowledge, did Mr. Jackson get anything financially from this distribution around the world?
A. No.
MR. AUCHINCLOSS: Objection; asked and answered.
THE COURT: Overruled. The answer is in. Next question.
Q. BY MR. MESEREAU: You said you were monitoring the lawyers who litigated the case in England, right? 9990

A. Yes.
Q. And in the course of monitoring those lawyers, what were you doing?
A. I was reviewing draft documents, pleadings, serving as, you know, a facilitator of the conference calls that we were having on a fairly frequent basis, especially in about the first four to six weeks of dealing with Granada. These were extensive conferences where we would discuss the legal position. There was kind of a letter campaign going on back and forth between the UK lawyers and the lawyers for Granada, and we would review, as a group, those letters and assess responses, circulate responses, collaboratively edit and ultimately issue responsive documents.
Q. Was there a lot of media attention devoted to this lawsuit in England?
A. Yes.
Q. Was there media attention in the United States devoted to Mr. Jackson's lawsuit against Bashir?
A. Yes, though I would say not quite as much as in the UK. But, yes.
Q. And how long did this litigation last, if you remember?
A. It is still going on today. It is on hold. But it is still a record case in England, as far as I know. 9991

Q. And are you still involved in that case in any way?
A. No.
Q. Okay. So you're the one who hired the lawyers who represented Mr. Jackson in that suit, correct?
A. I would say Mr. Jackson hired the lawyers. I was the facilitator in suggesting that these particular lawyers be engaged for this purpose.
Q. And who contacted the lawyers for possible engagement?
A. I did. Well, I did. I had an acquaintance over a number of years with Mr. Eric Joss from the Paul Hastings law firm here -- well, in Los Angeles. And so I asked Eric Joss if his firm would be able to provide representation. He then also spoke to lawyers. I mean, it wasn't -- this wasn't all me. This was a number of lawyers on two continents. And so I relied upon, you know -- we all relied upon each other as counsel to Mr. Jackson to collaboratively assess and assemble a group of lawyers that had, you know, the skill and background to be appropriate for this type of litigation.
Q. Do you recall what Bashir's position was in that lawsuit? What was he claiming?
A. Well, I don't know about Bashir. I know that Granada claimed that they owned the copyright. They ultimately did agree not to use the outtakes 9992

for a second production. They agreed to veil the faces of the children, to do some blurring in the airing of the video to protect Mr. Jackson's family. So there were concessions made by Granada. Their basic position was they owned the copyright and they had the unequivocal right to produce the production without any input or editing from Mr. Jackson.
Q. And without paying Mr. Jackson a penny, right?
A. Correct.
MR. AUCHINCLOSS: Objection; asked and answered.
THE COURT: Sustained.
Q. BY MR. MESEREAU: You mentioned a concern about his children's -- excuse me. Let me rephrase that.
You mentioned a concern about Michael Jackson's children's faces being on the show. What are you referring to?
A. Part of the film that Mr. Bashir had included filming of Mr. Jackson's children. That's what I meant.
Q. Was Mr. Jackson upset about that?
A. He was concerned about their visual image being shown worldwide without, you know, blurring or some other technique to obscure their faces.
Q. Do you know why?
A. Well, he's concerned about their safety and 9993

security.
Q. And was blurring their faces one of the issues that was heavily litigated in England in that suit?
A. I'm not sure I would use the term "heavily litigated." But it was a significant point in the discussions with Granada and ultimately one of the terms that Granada agreed to.
Q. Was it Mr. Jackson's position in that lawsuit that Bashir had agreed to not display Mr. Jackson's children's faces before it aired, to your knowledge?
A. I remember statements to that effect. I'm not sure exactly when or where in the context.
Q. The overall thrust of the case was that Bashir had completely hoodwinked Mr. Jackson, right?
MR. AUCHINCLOSS: Objection; argumentative.
THE COURT: Sustained.
MR. AUCHINCLOSS: Leading.
Q. BY MR. MESEREAU: Was the thrust of the lawsuit that Mr. Bashir had made numerous misrepresentations to Mr. Jackson about the show?
A. Yes.
Q. What else did you do personally in that litigation, other than what you've described?
A. I'm not sure, Mr. Mesereau, what you mean by that.
Q. Do you recall who the parties were in the 9994

case?
A. I know we had Mr. Jackson. Simultaneous to the lawsuit there was -- there were complaints filed. The same UK lawyers also indicated there was the potential to file complaints with I believe it's the British Broadcasting Board. There's a board that oversees televisual broadcasts in the UK. And the recommendation was, and ultimately there were filed, several complaints with the broadcasting board. Those complaints were filed on behalf of Mr. Jackson and also on behalf of, I believe it was, the Arvizo children, and I'm not sure if Mrs. Arvizo was included or not. But there were -- there was a complaint filed on behalf of them. There was also discussion at least of filing a complaint on behalf of Mr. Moslehi, Hamid, because I believe he appeared without consent as well. There was issues over consent to the appearance of various people and so there were complaints filed with the Broadcasting Standards Board.
Q. When you say "Broadcasting Standards Board" in England, are you referring to an administrative agency that regulates television production?
A. Yes.
Q. And is that an agency that monitors to see whether or not ethical standards are met in television production in England?
A. That was my understanding, yes, sir. 9995

Q. And when you say complaints were filed with
that agency, about what Bashir had done?
A. Yes.
Q. And they were filed on behalf of the Arvizo
family as well as Mr. Jackson?
A. Yes.
Q. There was considerable publicity surrounding
those complaints, wasn't there?
A. Yes, I believe so.
Q. And there were media reports on the Arvizos
when those complaints were made, correct?
A. I'm sure there were.
Q. This is in January of 2003?
A. Well, we're probably well into February now.
Q. Okay. Certainly it was a media event that
Mr. Jackson and the Arvizos had sued Granada and
Bashir and filed complaints against Granada and
Bashir, correct?
MR. AUCHINCLOSS: Objection; leading.
THE COURT: Overruled.
THE WITNESS: Yes. The media seems to be
fascinated with Mr. Jackson and those complaints
were the subject of some media attention.
Q. BY MR. MESEREAU: Okay. Do you recall
yourself being contacted by representatives of the
media in this litigation?
A. I was contacted by members of the media on a
repeated basis with respect to Mr. Jackson, whether 9996

it was as to the litigation or otherwise. There was seemingly significant interest by the media in seeking statements from me or anyone associated with me.

Q. Was this media attention that you experienced -- this happened throughout your representation of Mr. Jackson?

A. It tailed off. It was especially acute during the -- I'd say the, I don't know, three, four weeks of February when we were moving forward with the Granada action, and negotiating with FOX over the "Take 2" type of video.

Q. So would it be correct to state that in February of 2003, because of the litigation you were involved in and the complaints that had been filed against Bashir, there was tremendous media attention on Mr. Jackson?

MR. AUCHINCLOSS: I'll object. Leading.

THE COURT: Overruled.

You may answer.

THE WITNESS: Yes.

Q. BY MR. MESEREAU: Were you involved in efforts to respond to this media attention on behalf of Mr. Jackson?

A. As I indicated, I worked with, you know, Mr. Jackson to engage a number of lawyers and professionals to respond to the Granada broadcast, to respond to the media attention. There was a PR

firm in the UK, Bell Yard, that was hired to work on, you know, media pieces. So, yeah, I was involved, but that was not my -- you know, I'm a lawyer. My primary focus was not dealing with the media.
Q. Did you hire Bell Yard?
A. Well, I didn't. But they were hired through the solicitors in the UK.
Q. And what is a solicitor?
A. As I understand it, in the United Kingdom, there are two types of lawyers. Barristers who go to trial and solicitors who do documents and transactions and business-type dealings. So it takes -- you kind of need both in anything complex that involves the potential of trial. Barristers actually appear in court.
THE COURT: All right. Let's take our break.
(Recess taken.)
--o0o--

REPORTER'S CERTIFICATE

THE PEOPLE OF THE STATE)
OF CALIFORNIA,)
Plaintiff,)
-vs-) No. 1133603
MICHAEL JOE JACKSON,)
Defendant.)

I, MICHELE MATTSON McNEIL, RPR, CRR, CSR #3304, Official Court Reporter, do hereby certify:

That the foregoing pages 9956 through 9998 contain a true and correct transcript of the proceedings had in the within and above-entitled matter as by me taken down in shorthand writing at said proceedings on May 12, 2005, and thereafter reduced to typewriting by computer-aided transcription under my direction.

DATED: Santa Maria, California, May 12, 2005.

MICHELE MATTSON McNEIL, RPR, CRR, CSR #3304

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SANTA BARBARA
SANTA MARIA BRANCH; COOK STREET DIVISION
DEPARTMENT SM-2 HON. RODNEY S. MELVILLE, JUDGE

THE PEOPLE OF THE STATE OF)
CALIFORNIA,)
Plaintiff,)
-vs-) No. 1133603
MICHAEL JOE JACKSON,)
Defendant.)

REPORTER'S TRANSCRIPT OF PROCEEDINGS

THURSDAY, MAY 12, 2005

8:30 A.M.

(PAGES 10000 THROUGH 10144)

REPORTED MICHELE MATTSON McNEIL, RPR, CRR, CSR #3304
BY: Official Court Reporter 10000

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1 I N D E X
2
3 Note: Mr. Sneddon is listed as “SN” on index.
4 Mr. Zonen is listed as “Z” on index. Mr. Auchincloss is listed as “A” on index.
5 Mr. Nicola is listed as “N” on index. Mr. Mesereau is listed as “M” on index.
6 Ms. Yu is listed as “Y” on index. Mr. Sanger is listed as “SA” on index.
7
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9
10 DEFENDANT’S WITNESSES DIRECT CROSS REDIRECT RECROSS
11 LEGRAND,
12 David G. 10062-A
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1 E X H I B I T S
2 FOR IN PLAINTIFF'S NO. DESCRIPTION I.D. EVID.
3 898 Trust listing re Fire
4 Mountain, LLC 10101 10102
5
6
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8
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10 DEFENDANT'S NO.
11 5037 Book containing charts, diagrams and text
12 outlining business structure for Michael
13 Jackson 10055
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1 THE COURT: Go ahead, Counsel.
2 MR. MESEREAU: Thank you, Your Honor.
3 Q. Mr. LeGrand, you mentioned that a new
4 management team was being formed to manage Mr.
5 Jackson's affairs around the time you began to
6 represent Mr. Jackson, right?
7 A. Part of my direction from Mr. Jackson and
8 Mr. Konitzer was to assist them in developing a new
9 team for cash management, accounting, bookkeeping,
10 and new lawyers with respect to creative elements.
11 Q. Did you have a lot of contact with Mr.
12 Jackson?
13 MR. AUCHINCLOSS: I'll object as vague.
14 THE COURT: Overruled.
15 THE WITNESS: At different times during the
16 three or four months that I was most active in
17 representation, it would vary. I mean, when we were
18 focused on the Granada pieces, you know, we had some
19 telephone conferences. The first conference was a
20 couple of hours. At other times my communication
21 with Mr. Jackson was much more brief.
22 Q. BY MR. MESEREAU: And who was ultimately
23 part of the new management team?
24 A. Well, the cash management -- initially a
25 company - and I don't remember the name, but the
26 principals were Ed Grossman and Michael Stern - were
27 selected to cake over cash management from Barry
28 Siegel. That ultimately was changed in a few weeks. 10004

And the firm of -- it's -- well, it's Allan Whitman.
I'm not sure of the firm name. It's Fox, Marty Fox,
Whitman, and another couple partners.
Q. And were you communicating with Mr. Konitzer
in this regard?
A. Oh, yes.
Q. Were you communicating with Mr. Weizner in
this regard?
A. Less so, but yes.
Q. And was it your impression that Mr. Konitzer
and Mr. Weizner were trying to take over the
management of Mr. Jackson's business?
A. Yes.
Q. Was it your impression that they wanted Mr.
Jackson kept out of a lot of the day-to-day
discussions?
MR. AUCHINCLOSS: Objection; foundation.
THE COURT: Sustained.
Q. BY MR. MESEREAU: Did you consider Mr.
Jackson to be very sophisticated in financial or
legal matters?
MR. AUCHINCLOSS: Objection; foundation.
THE COURT: Sustained.
Q. BY MR. MESEREAU: Did you have daily
discussions with Konitzer?
A. During the time period from the end of
January until, I would say, mid-March there were
probably a few days that I did not have a 10005

conversation with Mr. Konitzer.
Q. And do you recall Mr. Konitzer communicating that no one was to contact Mr. Jackson directly but him?
MR. AUCHINCLOSS: Objection; hearsay.
THE COURT: Overruled.
THE WITNESS: No. I was never instructed by Mr. Konitzer that I could not contact Mr. Jackson.
Q. BY MR. MESEREAU: Do you recall Mr. Konitzer sending memos around basically saying Mr. Jackson is to be kept out of the daily detail?
A. Not specifically. I just remember that Mr. Konitzer wanted to be --
MR. AUCHINCLOSS: Objection; not responsive.
MR. MESEREAU: I think it is responsive.
THE COURT: Sustained. I'll strike after, "Not specifically."
Q. BY MR. MESEREAU: What were Mr. Konitzer's directives to you with respect to whether or not Mr. Jackson was to be involved in the detail of management?
MR. AUCHINCLOSS: Objection; hearsay.
THE COURT: Overruled.
THE WITNESS: Mr. Konitzer wanted to serve Mr. Jackson as the overall manager of business affairs for Mr. Jackson, and that Mr. Jackson would have ultimate authority and decision-making, but that Mr. Konitzer would serve as, you know, the

day-to-day manager, and that was my understanding.
Q. BY MR. MESEREAU: And did you discuss legal matters involving Mr. Jackson with Mr. Konitzer?
A. Yes.
Q. And how often during that period of time do you think you did that?
A. There were legal matters discussed. There were financial matters discussed. There were business considerations discussed. Sometimes, you know, that would be two or three times a day. Sometimes we would have meetings. And, you know, there were a few days where I did not speak to Mr. Konitzer during this couple of months of somewhat frenzied activity.
Q. Now, at some point in time did you become suspicious of Mr. Konitzer and Mr. Weizner?
A. Yes.
MR. AUCHINCLOSS: Objection. Well, move to strike. Leading.
THE COURT: Overruled.
MR. MESEREAU: I can't recall if there was an answer, Your Honor. I apologize. Could I --
THE COURT: The answer was, "Yes."
MR. MESEREAU: Thank you, Your Honor.
Q. Why did you become suspicious of Konitzer and Weizner?
A. I became concerned that they were in a position to divert funds. I was concerned about 10007

the -- having appropriate documentation for tax purposes for Mr. Jackson and his companies. And in general, I -- I began to disagree with some of Mr. Konitzer's decisions on matters and felt that he was making bad decisions, I guess is the way to say it. So I -- I became suspicious of his motives and actions.

Q. Could you please explain what you were suspicious of?

A. I was --

MR. AUCHINCLOSS: Objection; asked and answered.

THE COURT: Sustained.

Q. BY MR. MESEREAU: You mentioned you were suspicious of financial matters involving Konitzer, right?

A. Yes.

Q. Please explain.

A. Well, ultimately there was another attorney involved who was serving as the escrow agent for some funds, and I asked him for an accounting in order to get Allan Whitman up to speed on some disbursements, payments, payables, et cetera. And that accounting came from this attorney, and it indicated that there had been about $900,000 -- I don't remember the exact number, but it was many hundreds of thousands of dollars that had been disbursed to Ronald Konitzer or Dieter Weizner. I 10008

1 mean, the combination was in hundreds of thousands
2 of dollars.
3 And I then -- I spoke to a couple of the
4 lawyers that, you know, were providing
5 representation, and I ultimately wrote a letter
6 within, you know, a couple of days of learning of
7 this. I wrote a letter to Mr. Konitzer asking him
8 to account for this money.
9 Q. Was the amount you were concerned about
10 approximately $965,000?
11 A. Yeah, without seeing it today. But that
12 sounds like approximately the right number, yes.
13 Q. Would it refresh your recollection if I show
14 you your letter?
15 A. Yes, it would.
16 MR. MESEREAU: May I approach, Your Honor?
17 THE COURT: Yes.
18 MR. AUCHINCLOSS: May I see what you've got
19 there, Counsel?
20 Q. BY MR. MESEREAU: Mr. LeGrand, have you had
21 a chance to review that document?
22 A. Yes.
23 Q. Does it refresh your recollection about your
24 concerns involving Mr. Konitzer?
25 A. Yes, the amount -- the aggregate amount of
26 disbursements that I set forth in that letter was
27 $965,000.
28 Q. And where did that amount come from, if you 10009

1 remember?
2 A. I believe the source of that funds was the
3 FOX -- some of the FOX payments with regard to the
4 “Take 2” video production.
5 Q. Did you ever get a response to your
6 expression of concern?
7 A. Yes.
8 Q. What was it?
9 MR. AUCHINCLOSS: Objection. Hearsay;
10 foundation.
11 THE COURT: I think the question is vague.
12 I can’t rule on the objection.
13 MR. MESEREAU: Okay.
14 Q. You mentioned the rebuttal show, correct?
15 A. “Take 2,” yes.
16 Q. Please explain what “Take 2” was.
17 A. “Take 2” was a video production produced in
18 collaboration with FOX. Brad Lachman Productions
19 produced -- was primary -- they were FOX’s primary
20 representatives for the production. Maury Povich
21 was the narrator.
22 It largely consisted of video of Debbie Rowe
23 from her interview with, I think it was Ian Drew at
24 The Globe, and video of -- shot by Hamid Moslehi.
25 I’m not sure how to pronounce his name. But it was
26 video shot by Hamid that was outtakes, so to speak,
27 or video shot of Bashir with Michael. Some of it
28 was video of Martin Bashir filming Michael Jackson, 10010

or filming at Neverland, or, you know, but that was -- two primary components was those two sets of video.
Q. And were you involved in the production of that product?
A. Well, you know, I'm a lawyer. I'm not a videographer, editor or a graphic artist. We -- I facilitated -- again, I brought in -- I hired a law firm to do copyright work with respect to that video. One of my associates in the firm, a lady named Ann-Marie Levy, was coordinating most of the copyright work between this other firm and Brad Lachman's in-house lawyer on copyrights and the FOX people.
I ultimately negotiated the contract with FOX. I believe it was -- Marisa Fermin was the vice-president of FOX that I worked with to get a contract for that production.
Q. And was it your understanding that Konitzer and Weizner had a role in that production?
A. They were involved in the discussions as to the contract, the terms of the contract. At least Ronald Konitzer reviewed the draft agreements, and I discussed them with him. I'm not sure -- well, I don't know what all his involvement was. I mean, Mr. Konitzer had things he did that didn't directly involve me, so --
Q. Why did you think Konitzer and Weizner had 10011

stolen $965,000 from Mr. Jackson?
A. Well, because --
MR. AUCHINCLOSS: I'll object as misstates the evidence in terms of the word "stolen."
THE COURT: Sustained.
Q. BY MR. MESEREAU: Why did you think Konitzer and Weizner had diverted $965,000 from Mr. Jackson?
A. Because the report I got from this other lawyer showed those disbursements.
Q. And when you saw the record of those disbursements, what did you do?
A. I spoke to several of the other lawyers that were representing Mr. Jackson, and agreed that I should write a letter to Mr. Konitzer asking him to account.
Q. Did you ever find out what he had done with the money?
A. No, I was terminated by Mr. Jackson as counsel within, I don't know, two weeks, maybe, of that letter to Mr. Konitzer.
Q. Did you ever have Konitzer, Weizner -- excuse me. Let me start with something else. Do you know who someone named Marc Schaffel is?
A. Yes.
Q. And who is Marc Schaffel, to your knowledge?
A. Marc Schaffel is an independent producer. He had worked on one of Mr. Jackson's albums at one 10012

point. He was involved in working with Brad Lachman Productions to create the “Take 2” video.
Q. At some point, did you have Schaffel, Konitzer and Weizner investigated?
A. I -- again, on behalf of Mr. Jackson, I engaged an independent private investigative company, and asked them to investigate the backgrounds of Mr. Konitzer and Mr. Weizner and Mr. Schaffel.
Q. Why?
MR. AUCHINCLOSS: Objection; improper opinion.
THE COURT: Overruled.
THE WITNESS: Because I was suspicious of their motives, and some of their statements didn’t quite seem to add up.
Q. BY MR. MESEREAU: Did you think they were stealing from Mr. Jackson?
MR. AUCHINCLOSS: Objection. Improper opinion; no foundation.
THE COURT: Sustained.
Q. BY MR. MESEREAU: What did you do to have Schaffel, Konitzer and Weizner investigated?
A. Working with one of my partners at Hale Lane who had the -- he’s a former U.S. Assistant Prosecutor and had good relationships with a couple of private investigating firms, we selected a firm, got them a retainer and asked them to do background 10013

checks and let us know what they found.
Q. BY MR. MESEREAU: Now, you say your partner was an assistant prosecutor. What do you mean?
MR. AUCHINCLOSS: Objection; relevancy.
THE COURT: Sustained.
Q. BY MR. MESEREAU: You hired an investigative firm, correct?
A. Yes.
Q. To start investigating these people, right?
A. Yes.
Q. And others involving Mr. Jackson, right?
A. Yes.
Q. You were doing it on behalf of Mr. Jackson, correct?
A. Yes.
MR. AUCHINCLOSS: Objection; foundation.
THE COURT: Overruled. The answer is in.
Next question.
Q. BY MR. MESEREAU: Were you doing this to protect Mr. Jackson?
A. Yes.
Q. Are you the one who arranged for the investigative firm to do this investigation?
A. My partner Mr. Gibson and I did, yes.
Q. Okay.
A. He actually had the primary contact with the investigative firm.
Q. Did you know whether or not Konitzer or 10014

Weizner had managed to sign documents for Mr. Jackson?
MR. AUCHINCLOSS: Objection; vague.
THE COURT: Sustained.
Q. BY MR. MESEREAU: Do you know what a power of attorney is?
A. Yes.
Q. What is a power of attorney?
A. A power of attorney is a legal document authorizing one person to act in the place and stead of another.
Q. And does a power of attorney allow one to sign on behalf of someone else?
A. It can.
Q. Did you ever learn whether or not Mr. Jackson had given a power of attorney to either of these two people?
A. Yes, I believe he did.
Q. Did that concern you?
A. Yes.
Q. Why?
A. I was concerned that they could abuse that power or exceed the authority of the power.
Q. Did you do anything about that?
A. Yes. I spoke to some of the other lawyers that were representing Mr. Jackson, and we agreed that we would ask Mr. Jackson to revoke the power of attorney. 10015

Q. Was that done?
A. Yes.
Q. Now, at some point, you learned that Konitzer had arranged to have you terminated, right?
MR. AUCHINCLOSS: Objection. Hearsay; leading.
THE COURT: Sustained.
Q. BY MR. MESEREAU: Was the investigation going on when your duties were terminated?
A. I'm not sure of the exact timing. I'm just not sure today. It's been a couple years.
Q. Okay. Now, your former partner and you were both former prosecutors, correct?
MR. AUCHINCLOSS: Objection; asked and answered.
THE COURT: Sustained.
Q. BY MR. MESEREAU: Was the investigation into Konitzer, Weizner and Schaffel conducted by you and your partner?
A. Mr. Gibson, my partner, and I discussed the need for some investigative background material. We agreed it was appropriate, and we engaged the investigative firm on behalf of Mr. Jackson.
Q. And when your services were terminated, do you know if that investigation was still going on?
MR. AUCHINCLOSS: Objection; asked and answered.
THE COURT: Sustained. 10016

Q. BY MR. MESEREAU: Who chose the investigative firm?
MR. AUCHINCLOSS: Objection; asked and answered.
THE COURT: Sustained.
Q. BY MR. MESEREAU: Where was the investigative firm located?
MR. AUCHINCLOSS: Objection; relevancy.
THE COURT: Overruled.
THE WITNESS: Again, recollection, I believe they were based in New York.
Q. BY MR. MESEREAU: Did you ever meet Janet Arvizo?
A. Yes.
Q. Do you know approximately when that was?
A. I was at Neverland in early February of 2003, the day the 60 Minutes film crew was there. And I met Janet Arvizo during that day. I was there for most of a Saturday at the ranch.
Q. Did you have much contact with her that day?
A. Not much. I mean, we spoke. You know, introduced ourselves. There were a lot of people in and out of the ranch that day. We had an entire film crew. There was -- Mr. Geragos was there with one of his associate lawyers. Mr. Konitzer was there. Mr. Weizner was -- I think Mr. Weizner was there. I'm not sure anymore. It was quite a zoo, so to speak. 10017

Q. And what were your impressions of Ms. Arvizo on that particular day?
MR. AUCHINCLOSS: Objection; foundation.
THE COURT: Sustained.
Q. BY MR. MESEREAU: Did you see Mrs. Arvizo at Neverland on that particular day?
A. Yes.
Q. Did you speak to her?
A. Yes.
Q. Did you speak to her at length?
A. I don't think so.
Q. Did you see her throughout the day?
A. Saw her off and on.
Q. Okay. Did she appear upset to you?
MR. AUCHINCLOSS: Objection; leading.
THE COURT: Sustained.
Q. BY MR. MESEREAU: Did you observe her demeanor on that particular day?
A. Yes.
Q. What were your observations?
A. She seemed satisfied with being there. She expressed support for Mr. Jackson. That was pretty much what I recall.
Q. Did you see any other members of her family at Neverland on that particular day?
A. I saw Gavin Arvizo and a young lady, I think her name is Star. And then there was I believe Gavin's brother, but I don't recall his name. They 10018

were just kind of running around. I mean, literally. They'd be boisterous kids running through the house, and then burst out a door and go somewhere.
Gavin indicated he had been riding bumper cars and having a pretty good time that morning.
Q. Do you recall whether or not you discussed the lawsuit in England with Mrs. Arvizo?
A. I really don't recall that. I'm just not sure where we were in the lawsuit time frame. There was so much going on.
Q. Were there any representatives of the media at Neverland on that particular day?
A. Oh, just Ed Bradley and the entire film crew for 60 Minutes.
Q. And did Mrs. Arvizo appear to be in the proximity of Ed Bradley and the 60 Minutes crew?
A. Oh, yes. I mean, I remember at one point we were kind of seated near the kitchen. There's a video screen/T.V. on the wall. Nickelodeon was playing. And Mrs. Arvizo was sitting on the couch, and I think it was Michael -- I think it was Michael Rodesky. I'm not sure of the exact name, but he was like a real production-type guy, and his assistant, a woman, they were sitting on the couch.
And I was kind of -- I was there for just a few minutes, and then I left the room. But I know -- I saw them later. They were all still 10019

sitting there, so --
Q. Did you have any communication with Ms. Arvizo after that date?
A. I'm not sure. There was some phone calls later, a few weeks later. There was some phone calls about the execution of some releases that I had drafted, and I'm not sure if I spoke to Mrs. Arvizo or not.
Q. Do you recall --
A. It was like, you know, ten or eleven o'clock at night, I believe. 10:00 at night. And I'd had, you know -- I was living at that point on about four or five hours of sleep for about six weeks and I'm just not sure.
Q. You say you drafted some releases. What are you referring to?
A. Video consents. We were trying to -- again, this is all relating to the "Take 2" video. My assistant, Ann-Marie Levy, had drafted a form of video consent/release/authorization for a person's image to be used in a televisual broadcast. It's a pretty standard Hollywood-type form, and we were seeking those from anybody who might appear in "Take 2."
Q. Now, was it your understanding that the Arvizo family was going to be involved in "Take 2"?
A. The answer is, I'm not sure whether they were or weren't going to be. The idea was to shoot

footage and then work with FOX, Brad Lachman Productions, and edit that footage to create a decent program. It wasn't my decision what footage would get used, but -- but there was a desire to include them, to get some footage of them. Whether or not it would get used, I don't know.
Q. And you say you drafted these releases, right?
A. Yes.
Q. And then what did you do with them?
A. Gosh, we distributed releases to -- I'm pretty sure we gave them to Brad Lachman Productions. You know, my assistant, Ann-Marie Levy, was really the primary person handling that. I know she had communications with the Brad Lachman folks. I'm fairly sure she would have sent them to Marc Schaffel, because he had some people who were involved. He was helping coordinate Hamid Moslehi, who was actually doing some of the video. Ann-Marie, under my direction, had been coordinating the documents with Attorney Iris Finsilver on behalf of Debbie Rowe for her appearance. So a number of people would have gotten those forms.
Q. Do you recall your being in contact with various companies involving the production of "Take 2"?
A. I'm not sure what you mean by "various 10021

companies." I worked with, you know, Marisa Fermin at FOX. We had a lot of dialogue with Brad Lachman. We hired, you know, a law firm in Las Vegas to assist with copyrights. We had discussions with Schaffel. I'm not sure who else. I don't know if I talked -- I'm pretty sure I talked to Hamid at one point in that whole process.

Q. Who is Brad Lachman?

A. Brad is the -- I think he's -- well, Brad Lachman Productions is an independent film company that was hired -- was selected by FOX to produce the "Take 2" video.

Q. And were you communicating with lawyers on behalf of Brad Lachman Productions?

A. Yes.

Q. Why?

A. We needed to have releases from anybody who would appear -- whose image would appear in the video. There was music being selected. A lot of Mr. Jackson's music was to accompany the video. We had to get the appropriate copyright releases executed, and there's money involved in making payments for a number of these sorts of things. And my role again, as an attorney, I was, you know, trying to facilitate that process and make sure that we had appropriate lawyers carrying out those processes, and from time to time make sure -- I would have direct conversation to make sure there 10022

1 weren't glitches, to understand where any hold-ups
2 were, and try to motivate everyone to be effective
3 and get the job done.
4 Q. And I believe you said you were in contact
5 with people associated with FOX, correct?
6 A. Yes.
7 Q. And what were you doing with them?
8 A. Primarily negotiating the contract for
9 payment for the production.
10 Q. Did you have a lot of contact with
11 representatives of FOX in that regard?
12 A. I had a lot of contact with Marisa Fermin
13 during that period. She was really the
14 representative of FOX I dealt with.
15 Q. Now, you said you were getting four or five
16 hours of sleep a night during this period, right?
17 A. Yes, sir.
18 Q. Why was that?
19 A. The combination of tasks that I was
20 propelled into was pretty overwhelming. We would
21 typically start the day with a teleconference with
22 the United Kingdom, because of the time difference,
23 and then by the end of -- so the middle of my day,
24 late day, would be U.S. work. And then fairly often
25 I would be back on the phone with the United Kingdom
26 at night, you know, sometimes 11:00, 12:00, one
27 o'clock, because that's morning in the UK. It's the
28 next day already. So sleeping became problematic. 10023

1 Plus, quite honestly, my mind was just full.
2 There was so much content coming to me on a daily
3 basis, it just -- I couldn't sleep. I'd just lay
4 there and have things going through my head and make
5 little to-do lists in my mind.
6 Q. Now, you talked about the concept of
7 copyright. What do you mean?
8 A. Well, copyright is a statutory right in the
9 United States. There is -- I believe there's some
10 common law associated with copyright. But
11 copyright -- there's a federal copyright act, and
12 copyright provides protection for creations,
13 artwork, books, media. It's not like patents. You
14 can't copyright a concept. You can copyright a
15 creative work.
16 Q. And what were you doing for Mr. Jackson in
17 the area of copyrighting?
18 A. I'm not a copyright lawyer by trade, but I
19 understand enough to know that copyright is very
20 important with respect to televisual production.
21 And so, you know, I engaged appropriate lawyers
22 having expertise, you know, patent/trademark lawyers
23 who work regularly in the copyright field, to help
24 make sure that copyright was preserved for Mr.
25 Jackson, or where other persons' copyright --
26 copyrighted work would be used, that we had the
27 appropriate release and authority, because copyright
28 can carry -- copyright infringement can carry pretty 10024

1 significant penalties under the statutes.
2 Q. Were you involved at all in issues involving
3 licensing?
4 A. Yes.
5 Q. What were you doing?
6 A. I -- I interviewed and ultimately
7 recommended that Michael Jackson, MJJ Productions,
8 et cetera, hire Haber International, I think is the
9 name of the company, to do international
10 distribution of the “Take 2” video under license.
11 The contract with FOX specifically provided that
12 basically Michael Jackson preserved the right to
13 distribute internationally.
14 Q. Mr. LeGrand, there was no secret around the
15 world that the “Take 2” show was being developed,
16 right?
17 A. It certainly -- I’m not aware of it being a
18 secret, no.
19 Q. I mean, it was well publicized that a
20 “Take 2” production was being developed, right?
21 A. I don’t know if it was well publicized or
22 not, but there certainly was some publicity.
23 Q. And lawyers for various entities were
24 working around the clock to help get the “Take 2”
25 production completed, right?
26 A. Well, I would say a number of people were
27 working very, very hard, including lawyers, to get
28 that production done quickly. And the pressure was 10025

FOX wanted the production for sweeps week.
Q. What do you mean by that?
A. In the television world, there's what -- as I understand it, sweeps week is when the rating companies analyze the viewers for -- and this is real important for pricing of commercials, and it really determines a value of T.V. shows and such.
So sweeps week is ratings week, and it's something that's very important to the various networks to have high ratings during sweeps week.
Q. And how did you learn that FOX was concerned about that time pressure?
A. Well, Marisa Fermin told me they wanted the show for that purpose.
Q. During this period of time when you were getting four to five hours of sleep a night, how much of your day was devoted to the development of the "Take 2" project?
A. It would vary day-to-day. That was not my primary focus in representing Mr. Jackson and trying to coordinate all the lawyers. We had -- during that same time frame, we had -- the decision had been made to replace Barry Siegel as money manager with Ed Grossman and Michael Stern's company. That -- ultimately, Ed Grossman and Michael Stern decided they really could not handle the business, and then we transitioned to Mr. Whitman. That was extremely time-consuming. Took a significant part 10026

of my time and effort.
There were other matters that came up. I'm not sure exactly when. There was -- there was -- I had to communicate with, I think it's Brian Wolf at the Lavely Singer firm about some litigation, minor -- you know, fairly minor litigation cases that were going on at the time. I had the entire UK -- you know, U.S./UK litigation in pretty much full gear.
There were just a host of issues that needed attention.
Q. Were you dealing with other countries besides England when it came to licensing any footage involving the "Take 2" show?
A. Yes. Haber International was doing the primary negotiation, but Fred would -- Fred and/or his associate, George Scanlon, would contact me with respect to approvals of -- or seeking approvals for various licensing deals. At some point, we had some, you know, fairly significant discussions. I remember in particular Sky Broadcasting. We had several conference calls and some extensive correspondence with Sky Broadcasting over the licensing for "Take 2." They're overseas. I'm not even sure where. I don't know whether it was UK. I think it was the UK itself. I'm not sure.
Q. Do you recall whether or not you were involved in any contacts with the media at this

period of time involving the development of the
"Take 2" show?
A. I had e-mails, phone calls, personal visits
from various networks and shows expressing interest
in "Take 2" before we ended up contracting with FOX.
There was -- and I won't call it a bidding war, but
there was certainly interest by several parties, and
proposals were being submitted to me.
Q. To your knowledge, was the development of
the "Take 2" program part of a conspiracy to kidnap
the Arvizo family?
MR. AUCHINCLOSS: Objection. Argumentative;
calls for a conclusion.
THE COURT: Sustained.
Q. BY MR. MESEREAU: Was the work you were
doing, as far as you're concerned, part of any
conspiracy to violate the rights of the Arvizos?
MR. AUCHINCLOSS: Same objection.
THE COURT: Sustained.
Q. BY MR. MESEREAU: Did you ever conspire to
violate the rights of the Arvizo family in the
development of the "Take 2" show?
A. No.
Q. Were you aware of any efforts during the
production of this show to falsely imprison the
Arvizo family at Neverland?
MR. AUCHINCLOSS: Objection. No foundation.
Also calls for a legal conclusion. 10028

THE COURT: I think the problem is with the word “falsely imprison.” I’ll sustain the objection.
Q. BY MR. MESEREAU: While you were doing all of the work that you described around the world, various law firms, with the distribution company, with FOX, with Haber, was it ever your understanding that, as part of that project, the Arvizos were to be held against their will?
MR. AUCHINCLOSS: Same objection as to calls for a conclusion and no foundation. Also hearsay.
THE COURT: Overruled.
You may answer.
THE WITNESS: No, I have no knowledge that the Arvizos were to be held or being held against their will.
Q. BY MR. MESEREAU: During this frantic time period that you have described, did you have any knowledge of whether or not the media was focusing their attention on Mr. Jackson?
A. Yes. There was significant media attention throughout the world following the initial broadcast of the Bashir video in the UK.
Q. And would that media attention have gone on through January, February and March of 2003, to your knowledge?
A. I’m not sure about -- well, it was -- I’m not sure of the exact dates. It was very late 10029

January that -- or first of February that the broadcast was in the UK. It was that -- right at that time frame was the first broadcast. So the media started, you know, when the clips were being produced and the Granada broadcast was being publicized in the UK.

The broadcast in the UK kind of started a significant amount of publicity. And then within a few days, the program was broadcast in the U.S., so the -- how long that continued -- I mean, was it still at that level of media in March? I think it was tailing off some compared to what it was in those first couple weeks of February.

Q. Now, you've indicated that you had some involvement in Mr. Jackson's financial affairs, right?

A. Yes.

Q. And please describe what your involvement was.

A. Mr. Konitzer, Mr. Jackson asked me to assist in replacing Barry Siegel as the cash manager for Mr. Jackson. We also looked at the possibility of replacing his tax team. The accountants had actually prepared tax returns. Mr. Siegel did not prepare tax returns. Ultimately that decision was made not to change that accounting firm.

As part of that process, initially Mr. Grossman/Mr. Stern's company was hired, and I would 10030

communicate with them on, you know, often a daily or, you know, sometimes hourly, certainly quite often with regard to financial matters.
Also, during the same time, I would have -- people like Evvy Tavasci would call and say that Michael needed money for something and would ask me to facilitate that.
So I also was in the process of reviewing the various loan documents. I was trying to get a firm grasp of Mr. Jackson's financial affairs, try to understand, ascertain his assets, his liabilities, and that was all wrapped up in this transitioning of trying to put a new team into place.
Q. Do you recall doing any work involving the Sony/ATV music catalog?
A. Well, I looked -- I got a copy of the Sony/ATV documents.
I had one of my commercial associates analyze those documents and generate a report summarizing the content. These are very voluminous, detailed, complex documents, and I had an associate review them and analyze them and I believe produce a report to me.
Q. And what was -- or, excuse me. What is the Sony/ATV music catalog?
A. Well, Sony/ATV is a joint venture where Mr. Jackson and Sony own -- have ownership in the 10031

company that owns a variety of copyrights and rights to music, and basically is, as I recall, the -- Mr. Jackson contributed his ownership of The Beatles catalog and other music that he had acquired rights to. He contributed that into the joint venture. Sony put some of its music licensing rights into the joint venture. And then Sony continued to, as a manager of the joint venture, acquire additional rights to music.

Q. And why were you concerned about the Sony/ATV music catalog?

A. Well, the Sony/ATV joint venture represented a significant portion of Mr. Jackson's assets. His ownership interest in that entity was a very considerable portion. And I was somewhat surprised to find that Mr. Jackson really did not have a diversified portfolio of investments that, you know, I'm somewhat used to in the more nonHollywood commercial world that I've worked in.

Q. Did you feel he had been poorly advised in the past?

MR. AUCHINCLOSS: Objection. Foundation; hearsay.

THE COURT: Sustained.

Q. BY MR. MESEREAU: Once you analyzed what the Sony/ATV music catalog was, what did you do?

A. Well, at this time -- by the time I had that analysis -- well, a couple things happened. One, I 10032

spoke to Mr. Konitzer and expressed to him that this was a much more complex set of documents than Mr. Konitzer had earlier indicated to me. He really did not understand the depth and complexity, the rights Mr. Jackson had and the limitations on Mr. Jackson's ability to, you know, sell any interest in that particular asset.

I found out, you know, that there were loans -- Bank of America, in particular, had a loan portfolio that was involved in this whole Sony/ATV joint venture, as Mr. Jackson's interest was collateral, and his financial affairs were, you know, fairly complex, and there wasn't a lot of liquidity there.

Q. Now, at some point, you made some suggestions to Mr. Jackson about how to restructure his financial affairs, right?

A. Yes.

Q. And why did you do that?

A. Within the first, I'd say, maybe three weeks or so, four weeks of representing Mr. Jackson, I learned that his current payables mid-February were in the range of $10 million. There was insufficient cash available to pay those payables on a current, timely basis.

I came to understand that essentially most of his income primarily went to pay down a credit line and then he was allowed to draw, I think it was 10033

$2 million a month on the credit line. But there were significant constraints on his ability to draw against those credit funds, and his -- the bulk of his assets were pledged for these credit lines. There was -- actually, I think there's two different loans. But anyway, he was highly illiquid.

Q. At one point, you suggested he consider selling his interest in the catalog, right?

A. Yes.

Q. And it was your belief that if he did that, he could end up with $200 million after taxes, right?

A. Yes.

Q. And that would be exclusive of royalty income, right?

A. Yes. I want to -- can I redress that? I wasn't sure about the tax consequences. At that point I really was not -- I can't say I was up to speed on the tax history of his portfolio, his interest in the joint venture. There's -- that's all fairly complex.

So my analysis was based on some assumptions, and qualified, to a degree. So the $200 million number, you know, this -- this was not meant to be precise. I was not in a position to give precision at that point in that analysis.

Q. Did you talk to any financial experts before you gave that advice? 10034

A. Well, I spoke to Allan Whitman, the CPA who was managing -- I think by that time was managing Mr. Jackson's money.
I spoke with another lawyer who was working with Mr. Jackson, a Mr. Malnik in Florida. I'm not sure -- I'm fairly sure I -- he's not a financial expert. I'm pretty sure I talked to Eric Joss at Paul Hastings about my analysis.
Q. And you had suggested that Mr. Jackson restructure his financial affairs, correct?
A. Yes.
Q. And you made suggestions as to how he could do that and avoid bankruptcy, right?
A. Yes.
Q. And your conclusion was that there was a way to end up worth $200 million after taxes and excluding music royalties, correct?
A. That was my analysis, yes.
Q. Okay. Now, during the time that you represented Mr. Jackson, were you involved in any business opportunities involving Mr. Jackson?
A. Well, the FOX negotiations were a business opportunity. I know there were subsequent discussions with FOX for additional programs. There were -- I had discussions with Jack Sussman, I think he's at CBS, with regards to possible programs. We -- I -- Mr. Jackson indicated a desire to maybe do some film work. And I brought -- I 10035

arranged an introduction to a law firm in Hollywood that really practices representing talent in the film and music arena. A young man named Howard Fishman, an attorney, was brought in. There were discussions with the movie director Bob Evans about producing a biography of Mr. Jackson's life. There were -- you know, those are the ones I remember. I'm sure there were more, but those were the primary discussions I recall.

Q. And do you recall any discussions about marketing any products involving Mr. Jackson?

A. Oh, yeah. I'm sorry. One of the things that -- one of the items that came to my attention during this couple of months was there had been a contract entered into sometime before - I'm not sure whether it was a year or two years - that allowed Mr. Jackson to buy out a company that had acquired the rights to merchandise a variety of goods under his name, I guess is the best way to say it. They had the right to produce, you know, Jackson perfume, for example, or various goods with the "Jackson" name associated with it. And that contract needed to be paid off. There was a balance due to -- on an installment payment arrangement. There was a balance due for him to reacquire those rights. We actually -- I did facilitate the payment being made so that those rights came back to Mr. Jackson. 10036

1 And there were a couple of negotiations, one
2 I think was a perfume. I know there was something
3 else, but I can't remember what it was. It wasn't
4 big money. It was like $20- or $40,000. But there
5 were other instances of opportunities for revenue
6 for Mr. Jackson.
7 Q. Do you recall, in February of 2003, Sony/ATV
8 offering to pay $10 million to purchase a Christmas
9 song from Mr. Jackson?
10 A. You know, that sounds familiar. But I
11 really don't have a specific recollection of that.
12 It -- it rings a bell with me, but....
13 Q. Might it refresh your recollection if I show
14 you a letter in that regard?
15 A. Sure.
16 MR. MESEREAU: May I approach, Your Honor?
17 THE COURT: Yes.
18 Q. BY MR. MESEREAU: Have you had a chance to
19 look at that document?
20 A. Yes.
21 Q. Does it refresh your recollection about that
22 issue?
23 A. Yes.
24 Q. What do you recall about that?
25 A. I recall receiving the letter, a copy of the
26 letter from Mr. Branca. And I remember I spoke to
27 Mr. Konitzer. And I'm not sure what the ultimate
28 outcome was. I believe Mr. Branca was told to 10037

pursue the discussions.
Q. Do you remember any projects involving games relating to Mr. Jackson, video games, anything of that sort?
A. There were several discussions about the possibility of seeking license money, royalty money, for gaming machines in Nevada in particular. There were some suggestions that one or more of the major manufacturers might be interested in a Michael Jackson slot machine of some sort.
Q. Now, you mentioned your discussions with a producer about a movie about Mr. Jackson's life?
A. Yes.
Q. Would you please explain what you're talking about?
A. Well, Mr. Fishman and I attended a dinner one night at the residence of movie director Bob Evans, I think is his name. Robert Evans. And Mr. Evans was very enthusiastic about the possibility of producing a movie based on the life of Michael Jackson. And he wanted to negotiate for those rights.
Q. Would it be accurate to say that while you were representing Michael Jackson in January, February, March of 2003, there was a constant swarm of business proposals from various parts of the world involving Mr. Jackson?
MR. AUCHINCLOSS: Objection. Leading and 10038

vague --
THE COURT: Sustained.
MR. AUCHINCLOSS: -- as to “swarm of business proposals.”
Q. BY MR. MESEREAU: Was it part of your responsibilities to involve yourself in potential business opportunities involving Mr. Jackson?
A. Well, for that short time, I really was one of the primary facilitators for business transactions for Mr. Jackson, and several people brought proposals to me or informed me that there were proposals of various kinds.
I’m not sure how much was my responsibility. As a lawyer, when clients ask for assistance, I give them assistance. Sometimes I was in the position where, you know, somebody would say to me, “Gee, do you think this would be of interest?” Or another lawyer, you know, would send me the contract, a proposal. I think the perfume contract actually came from Brian Wolf’s law firm. So, a lot of this came to me, but I’m not sure how much of it was my responsibility.
Q. Now, you’re not a specialist in music law, right?
A. No.
Q. During the time you were doing all of this work for Mr. Jackson, he also had a law firm doing his music legal work, correct? 10039

A. Yes.
Q. So all of the business opportunities or projects you're talking about are really separate and apart from the music business, right?
A. Yes.
Q. And was it your understanding that business opportunities in the music area were going to another law firm at this point in time?
MR. AUCHINCLOSS: Objection; asked and answered.
THE COURT: Sustained.
Q. BY MR. MESEREAU: To your knowledge, while you were representing Mr. Jackson, how many law firms were involved in his affairs?
A. Well, the Katten Muchin firm was providing representation in a couple pieces of litigation. The Ziffren firm, John Branca in particular, was the primary music counsel. Lavely Singer was providing representation on a variety of matters, mostly litigation-related. There was my firm. There was Paul Hastings law firm. There was Mark Geragos. There was the solicitors in the United Kingdom, the barrister in the United Kingdom.
I know I'm missing somebody.
Oh, and I had another law firm in Las Vegas that was assisting on copyright work as well. So I don't know how many that is, but it's quite a few lawyers. 10040

Q. Do you remember, in March of 2003, discussions about a proposed television special involving Michael Jackson and Marlon Brando?
A. Yes.
Q. What do you remember about that?
A. You know, not much. There was discussion about that possibility, of combining those two into a production. I never had direct contact with Marlon -- or maybe I did. Well, I ultimately did speak to Marlon Brando and his counsel about putting together some sort of program. But it never got off the ground, as far as I know.
Q. You were doing work for Mr. Jackson in the area of international trademarks, correct?
A. Some of the trademark paperwork came to me and I tried to route it to someone appropriate. I am not an expert in trademark work.
Q. But what were you doing in that area for Mr. Jackson during January, February and March of 2003?
A. Well, I was really just trying to coordinate and make sure that -- if something came to me, I tried to make sure that it went to a lawyer that could appropriately handle it.
Q. And to your knowledge, what was going on in that area, as far as lawyers are concerned?
A. Yeah, I really don’t remember. That was a very minor part of the overall scope of what I was dealing with. 10041

Q. Were you referring trademark issues for Mr. Jackson to other law firms?
A. I think so, yes.
Q. And was it your understanding that trademark issues were constantly coming up around the world involving Mr. Jackson?
A. Yes. There were -- there was some things on the Internet that involved his likeness that were being offered for sale, I think. There were some -- there was a couple different -- I'm not sure what to call them. I don't know that they were games or not, but they were interactive elements on the Internet that used his image and likeness.
I actually -- the day I was fired, the -- in March, I was having lunch with Allan Whitman and Brian Wolf from the Lavely Singer firm to talk about what kind of actions could be taken and what kind of costs would be associated with taking action to protect Mr. Jackson's image and likeness.
Q. And was that a concern involving only the United States, or elsewhere?
A. Oh, no. It was worldwide in scope. The Net knows no boundaries.
Q. To handle those issues worldwide, what did you have to do?
A. Well, I'm not sure. I mean, my approach was to find a qualified law firm like Lavely Singer, Brian Wolf and Marty Singer, and, you know, have 10042

them engauge the appropriate talent, as needed, around the world.
Q. And to your knowledge, was that done?
A. I don't know.
Q. Do you recall a project proposal involving Apple computer during this period of time?
A. I remember some discussion about Apple computer, and that Steve Jobs and Michael had a personal relationship, and that there might be some commercial opportunity with Apple, but I don't recall the details of any proposal.
Q. Okay. And to your knowledge to date, Mr. Jackson has never gone bankrupt, has he?
A. I'm not aware of Mr. Jackson filing a petition in a federal bankruptcy court for relief, no.
Q. Do you remember your firm issuing a letter to the team suggesting that no business proposals were to go directly to Mr. Jackson?
A. I don't specifically recall that letter, no.
Q. Do you recall a draft letter to come from your firm to someone named Meskin?
A. Yes.
Q. And do you recall the letter said no proposals are to go directly to Mr. Jackson?
A. Yes.
Q. And why was that?
A. Mr. Meskin was one of the people present at 10043

the dinner party at Director Robert Evans' house, and I was not impressed with his approach. I did not think the terms he was suggesting to Howard Fishman and I were anything that Mr. Jackson should consider.

And I was concerned, because during that dinner party, Mr. Meskin and Mr. Evans managed to take Mr. Jackson off, away from Mr. Fishman and I, for a short period, 20 minutes, half an hour. And I found out later that they tried to get him to sign --

MR. AUCHINCLOSS: Objection; hearsay.

THE COURT: Sustained.

Q. BY MR. MESEREAU: Did you find out in that regard that efforts were made to get Mr. Jackson to sign documents?

MR. AUCHINCLOSS: Objection. Hearsay; leading.

THE COURT: Sustained.

Q. BY MR. MESEREAU: Do you remember, when you were brought in to represent Mr. Jackson, Konitzer and Weizner telling you they intended to gain control of Mr. Jackson's financial affairs?

A. Yes.

Q. Do you remember at that time Konitzer and Weizner telling you they wanted to gain control of Mr. Jackson's records, documents, and agreements?

MR. AUCHINCLOSS: Objection; hearsay.

THE COURT: Overruled. 10044

You may answer.
THE WITNESS: Yes.
Q. BY MR. MESEREAU: Do you remember, when you were brought on board, Konitzer and Weizner telling you they wanted to gain control of anything belonging to Mr. Jackson?
MR. AUCHINCLOSS: I'll make the same objection. And leading.
THE COURT: Overruled.
THE WITNESS: In general, Mr. Konitzer and Mr. Weizner wanted to take over management, overall management, of Michael Jackson's business affairs, financial affairs, and implement a new business plan for Mr. Jackson.
Q. BY MR. MESEREAU: And they essentially told you in writing they wanted to control everything Mr. Jackson owned, right?
A. For the benefit of Mr. Jackson, yes.
Q. Well, you then concluded they were doing it for their own benefit, didn't you?
MR. AUCHINCLOSS: Objection. Argumentative; leading; misstates the evidence.
THE COURT: Sustained.
Q. BY MR. MESEREAU: You were retained in approximately January of 2003, right?
A. End of January, yes.
Q. And how long did it take you to grow suspicious of what Konitzer and Weizner were doing 10045

to Mr. Jackson?
MR. AUCHINCLOSS: Objection. Argumentative; leading; and asked and answered.
THE COURT: Overruled.
You may answer.
THE WITNESS: Weeks. I mean, whether it was four weeks or six weeks, I'm not sure. But certainly by the end of February, early March period, I was very suspicious, and I'm not sure of the time frame. The first investigative report that I got just increased my degree of suspicion. But at the same time that some of this was going on with respect to my concerns about Mr. Konitzer and Mr. Weizner, Mr. Malnik had entered the scene and was asserting --
MR. AUCHINCLOSS: Objection; narrative.
THE COURT: Sustained.
Q. BY MR. MESEREAU: Who is Mr. Malnik?
A. He's a -- well, he's an individual who lives in Florida.
Q. And were you suspicious of anything he was doing involving Mr. Jackson?
A. Because I did not know Mr. Malnik, I was suspicious of him. I mean, I --
MR. AUCHINCLOSS: I'm going to object to an improper opinion; no foundation.
THE COURT: Overruled.
THE WITNESS: I became -- you know, I became 10046

suspicious of everybody. It seems that everybody wanted to try to benefit from Mr. Jackson one way or another. But I did eventually cause the investigative service to give us some background on Mr. Malnik. But he is -- the report indicated he's a very wealthy man.

MR. AUCHINCLOSS: Objection; hearsay.

THE COURT: Sustained.

Q. BY MR. MESEREAU: You grew suspicious of what Marc Schaffel was doing to Mr. Jackson at some point, correct?

A. I grew suspicious that Mr. Schaffel was seeking to benefit from Mr. Jackson or being -- in relationship to Mr. Jackson. My suspicion of Mr. Schaffel was different than my suspicion of Mr. Konitzer or Mr. Weizner.

Q. Did you have much involvement with Mr. Schaffel in your work?

A. I had a fair amount of involvement with Mr. Schaffel at the very beginning of the development of the "Take 2" production. And I was constantly trying to get Marc Schaffel out of the loop. I was trying to avoid his involvement or minimize his involvement in Mr. Jackson's affairs, and it was a struggle.

Q. But did you ever meet Schaffel?

A. Yeah.

Q. Where did you meet him? 10047

A. I think I met him at his house the Friday night before the 60 Minutes Saturday at Neverland.
Q. And why were you at Schaffel's home?
A. To -- because he had had conversations with Jack Sussman about CBS purchasing some of the rights to the footage. At that time, there wasn't a "Take 2," but we had footage. And so I met with Marc for that purpose, to discuss the -- and also, I think I looked at some of the footage at that time. I actually -- they had some of it on a screen, and I was able to watch some of the footage of Martin Bashir and Michael.
Q. And approximately when was this, do you think?
A. I think it was the first weeked in February of 2003. I'm not sure whether that's the 7th, 8th or 9th, but it was around that first full weekend in February.
Q. And was it your understanding that Schaffel was involved in the production of the "Take 2" program?
A. Yes.
Q. And how did you learn that?
A. I guess one answer is to say Marc Schaffel told me, but he's the one who had -- well, I believe he's the one that worked to arrange the Ian Drew interview with Debbie Rowe and coordinate Hamid from I Films to film that interview. 10048

Q. And were you involved in anything involving
the Debbie Rowe interview?
A. Well, yes. We were involved with the
preparation and exchange of documents to allow
Debbie Rowe to engage in the interview and allow her
image to be broadcast.
Q. And did you draft those documents?
A. Well, I participated in them. Actually, my
assistant, my associate, Ann-Marie Levy, really did
most of the work on that with Iris Finsilver.
I did speak to Iris Finsilver, you know, a
couple times, I think. She was the counsel for
Debbie Rowe.
Q. And were your relations with her very
professional?
A. Well, I think so.
Q. Did there seem to be any objection on this
lawyer's part to Debbie Rowe being interviewed?
A. She didn't express any objection to me.
Q. Were you there when Debbie Rowe was
interviewed?
A. No.
Q. Did you learn about it at some point?
A. Yes.
Q. How did you learn about it?
A. I'm not sure today who told me. It was
probably Schaffel. Might have been Konitzer.
Q. Were you involved in any of the filming of 10049

1 the Arvizo family for purposes of “Take 2”?
2 A. No. I was never present during any filming
3 of anybody for “Take 2.”
4 Q. Do you recall talking to anyone who spoke on
5 behalf of the Arvizos when it came to their being
6 filmed as part of the “Take 2” project?
7 A. I don’t recall.
8 Q. Is your meeting -- excuse me.
9 Is the time I described, where you saw Janet
10 at Neverland, the only time you recall ever
11 physically seeing her?
12 A. I think that’s right. I might have seen her
13 again somewhere else, but I really don’t have a
14 specific recollection.
15 Q. Do you remember ever talking to Janet Arvizo
16 on the phone?
17 A. As I indicated earlier, I’m not sure if I
18 actually spoke with her or if I was speaking to one
19 of the people working with Schaffel. There were a
20 couple people that were working on various pieces of
21 that filming. And I just -- I’m sorry, I don’t
22 remember specifically whether I spoke with Mrs.
23 Arvizo or not.
24 Q. Do you recall, in your discussions with
25 representatives of FOX television regarding the
26 “Take 2” project, whether or not the name “Arvizo”
27 ever came up?
28 A. Yeah, I’m pretty sure it did. Because we 10050

needed -- again, anybody who's going to be in, you know, a televisual production needs to sign a consent, a release for the use of their image. And if -- if the Arvizos were going to have any footage included, there had to be a release.
Q. Do you recall, in your discussions with the distribution company, Lachman Productions, the name "Arvizo" ever coming up?
A. Well, I think it did, again in the context of we needed appearance consents and releases from everybody, because we had footage that had a lot of people in it. We were concerned -- there was one set of footage that had a bunch of kids at Neverland, and we were concerned about those appearance consents.
Q. You mentioned an individual named Haber, correct?
A. Yep. Fred Haber.
Q. Do you remember ever discussing the Arvizos with Mr. Haber?
A. I'm just not sure.
Q. As far as you're concerned, given all of the communications you had with all of these parties about the "Take 2" project, was it any secret that the Arvizos were going to possibly participate?
A. I'm not aware of any secret about it, no.
Q. In fact, the possibility of the Arvizos participating in the "Take 2" project was something 10051

1 that was discussed constantly, right?
2 MR. AUCHINCLOSS: Objection; leading.
3 THE COURT: Sustained.
4 Q. BY MR. MESEREAU: To your knowledge, was
5 anyone that you spoke with trying to keep the fact
6 that the Arvizos might participate in the “Take 2”
7 project a secret?
8 A. No.
9 Q. Approximately when do you think you first
10 learned that there might be a possibility of the
11 Arvizos participating in this television documentary
12 involving Maury Povich?
13 A. Oh, I’m not sure. I mean, early February.
14 Mid-February. Some -- sometime in that time frame.
15 This all went very quickly. I think the production
16 aired by the end of February, so this was a very
17 short time frame.
18 Q. But certainly your discussions with
19 representatives of FOX television indicated that
20 people at FOX thought the Arvizos might participate,
21 right?
22 A. I don’t know about FOX. I think Brad
23 Lachman Productions, but I don’t remember talking
24 about it with Marisa Fermin.
25 Q. Did you learn at some point that the Arvizo
26 family had participated in an interview for purposes
27 of the “Take 2” project?
28 A. I believe some footage did get shot, yes. 10052

Q. Did you ever see it?
A. I never saw that footage, no.
Q. Okay. Do you remember learning from someone that they had participated in an interview?
A. Yes. I'm just not sure when.
Q. Do you know if you were at Schaffel's home before or after you learned the Arvizos had been interviewed?
A. Oh, I'm pretty sure it was before, because -- yeah, I'm pretty sure it was before.
Q. Now, at the period of time you're talking about, when this "Take 2" project is being produced, to your knowledge, are the Arvizos still parties to the lawsuit in England?
A. No, they're not. No, they're not. And I believe the complaint with the Standards Board on their behalf was also withdrawn, but I'm not sure about that.
Q. At some point, did you learn the Arvizos had hired a lawyer in Los Angeles?
A. Yes.
Q. Do you know approximately when you learned the Arvizos had gone to a lawyer in Los Angeles?
A. I think it was the spring of 2004 that I was contacted by a lawyer who stated he represented the Arvizos. I'm not sure, you know, whether that was February, March, April, but I think it was the spring of '04. 10053

Q. Do you remember ever hearing from a lawyer named Dickerman?
A. Yes.
Q. Okay. And did you learn at some point that a lawyer named Dickerman in Los Angeles was representing the Arvizos?
A. Yeah, Mr. Dickerman contacted me in that -- I think it was spring of '04.
Q. And did you ever learn that at some point in time after they hired Attorney Dickerman, they hired Attorney Larry Feldman?
A. I never had any contact with Mr. Feldman. I think if I know that, it's only from the press.
Q. Did you ever speak to Dickerman directly --
A. Yes.
Q. -- involving the Arvizos? How many times do you think you did that?
A. Two, maybe three times did I speak with him. We exchanged some letters.
Q. And at some point, he made a request that the Arvizos no longer participate in the British litigation, true?
A. Yes. Well, you have to excuse me. There's the litigation and there's the Broadcasting Standards Board complaints, and I'd really want to review the document. When I say "yes," it's -- I know he wanted them -- he wanted the Broadcasting Standards Board 10054

complaint process terminated with respect to the Arvizos. I'm just not sure that they were parties to the litigation against Granada. I just -- it's been a long time.
THE COURT: All right. Let's take our break.
(Recess taken.)
THE COURT: Counsel?
MR. MESEREAU: Thank you, Your Honor.
Q. Mr. LeGrand, you have an exhibit book in front of you. Would you please turn to Tab 36. Your Honor, I believe the next exhibit, defense exhibit, would be No. 5037, which would be this document.
THE COURT: All right. Thank you.
Q. BY MR. MESEREAU: Mr. LeGrand, please take a look at that document, if you would.
A. Yes.
Q. Have you seen that document before?
A. Yes.
Q. And please describe that document.
A. It's charts and diagrams and text outlining kind of a business structure for Michael Jackson.
Q. And it appears that you faxed that document to various individuals on March 14th, 2003, correct?
A. Yeah. Well, it appears that it was faxed to Mr. Al Malnik.
Q. But you appear to be the -- it appears to have been faxed from your office, right? 10055

A. Oh, yes.
Q. All right. Now, when did you first see that document?
A. I'm not sure. I think I saw an iteration of this document in late 2002. This was a business plan outline that Mr. Konitzer had been working on for some time.
Q. And was it your understanding that Konitzer put this document together?
A. Yes.
Q. And what is your understanding based on?
A. He sent this to me. Mr. Konitzer gave this to me.
Q. And approximately when do you think he did that?
A. Well, again, this iteration I'm going to say happened in probably February, but this is -- again, this was a document that got edited over time. But I think this generation, because of some references in it, time references, I think show late February, maybe early March.
Q. Did Mr. Konitzer tell you he was developing this document?
A. Yes.
Q. Approximately when was that?
A. I'm guessing. You know, sometime February, early March of '03.
Q. And correct me if I'm wrong, the document 10056

appears to be a business plan for Mr. Jackson, right?
A. Yes.
Q. And if you look through the document, it appears to have what is referred to as a diagram of a business structure, right?
A. Yes.
Q. It talks about Mr. Jackson and his family, correct?
A. Yes.
MR. AUCHINCLOSS: I'll object as leading. And hearsay as far as the document is concerned.
THE COURT: Sustained.
THE BAILIFF: You need to turn your microphone on as well.
MR. AUCHINCLOSS: Yeah.
Q. BY MR. MESEREAU: Mr. LeGrand, please look at what appears to be the third page of that document, okay? The Bates stamp number appears to be MJ020806. Do you see that?
A. Yes.
Q. And it says, "How to protect MJ from business infection." Do you see that?
MR. AUCHINCLOSS: Objection. Hearsay and leading.
THE COURT: Sustained.
Q. BY MR. MESEREAU: Do you recall reading this document when you received it? 10057

A. Yes.
Q. And why did you read it?
A. Because it was given to me for my review,
and it affected my client, Michael Jackson.
Q. And this is the -- a copy of the actual
document that Konitzer sent you, correct?
A. Yes.
Q. And after you read it, did you discuss it
with Mr. Konitzer?
A. I don't recall a specific conversation about
this document, no.
Q. Do you recall that one of the plans Mr.
Konitzer had for Mr. Jackson was to isolate him from
involvement?
MR. AUCHINCLOSS: Objection. Hearsay and
leading.
THE COURT: The hearsay is sustained.
Q. BY MR. MESEREAU: Please turn to page --
Bates stamp MJ020810, if you would.
A. Yes.
Q. And it's entitled, "Michael's involvement,"
correct?
A. Yes.
MR. AUCHINCLOSS: Objection. Hearsay;
leading.
THE COURT: Sustained.
Q. BY MR. MESEREAU: Do you remember having any
discussions with Mr. Konitzer about Michael 10058

Jackson's involvement in the new business plan?
A. Yes.
Q. Were there any discussions about whether or not Michael Jackson should be involved in briefings, formalities, procedures, et cetera?
MR. AUCHINCLOSS: Objection. Hearsay; leading.
THE COURT: Sustained.
Q. BY MR. MESEREAU: Do you know whether or not you had any discussions with Mr. Konitzer about whether Michael Jackson needed to be involved in daily briefings?
MR. AUCHINCLOSS: Same objection.
THE COURT: Sustained.
Q. BY MR. MESEREAU: You've seen that document before, right?
A. Yes.
Q. Do you recall any discussions with Mr. Konitzer about how involved Mr. Jackson should be in the new business?
MR. AUCHINCLOSS: Same objection.
THE COURT: Sustained.
Q. BY MR. MESEREAU: Did you ever say anything to Mr. Konitzer about to what extent Mr. Jackson should be involved in the new business plan?
A. Yes.
Q. What did you say?
MR. AUCHINCLOSS: Objection; hearsay. 10059

THE COURT: Sustained.
Q. BY MR. MESEREAU: Did Mr. Konitzer's plan, to the best of your knowledge, involve any considerations about how much Mr. Jackson should be involved in his own business dealings?
MR. AUCHINCLOSS: Same objection.
THE COURT: Sustained.
Q. BY MR. MESEREAU: Mr. LeGrand, Konitzer didn't want Michael Jackson involved at all in the details of his business, did he?
MR. AUCHINCLOSS: Same objection. Ask counsel to move off this subject. Ask the Court to admonish counsel.
BAILIFF CORTEZ: Your microphone's off, sir.
MR. AUCHINCLOSS: I'm sorry. Same objection and ask the Court to admonish counsel to move off of this subject.
THE COURT: I think that question was asked and answered earlier this morning, so I'll sustain it on that ground.
MR. MESEREAU: Okay.
Q. Is the document in front of you that's been identified as Exhibit 5037 prepared in the normal course of business, to your knowledge?
A. As normal as business was, yes.
Q. And you faxed it off to Mr. Malnik, correct?
A. Yes.
Q. And why did you do that? 10060

A. Because I thought Mr. Malnik at that point was advising Mr. Jackson on business matters. And I thought it very much appropriate for Mr. Malnik to see this document.
Q. Is Exhibit 5037 the actual document you faxed to Mr. Malnik on March 14th, 2003?
A. To the best of my recollection, yes.
Q. Did you discuss the document with Mr. Malnik at any point?
A. Yes.
Q. Approximately when was that, do you think?
A. I would guess within a day or two of this fax. Maybe that day, but I don't know for sure.
Q. Do you recall discussing Exhibit 5037 with anyone besides Mr. Malnik and Mr. Konitzer?
A. Oh, I'm -- I believe I discussed this with my partner, Pete Gibson.
Q. And why did you do that?
A. I found this document to be somewhat disturbing. It seems amateurish. You know, I already had misgivings about Mr. Konitzer's sophistication and capabilities, and this document simply reinforced those concerns.
Q. After you read the document, what were you concerned about?
A. Well --
MR. AUCHINCLOSS: I'm going to object that this is going to be a commentary of what's enclosed 10061

within the document.
THE COURT: Sustained.
MR. MESEREAU: No further questions at this time, Your Honor.
THE COURT: Okay.

CROSS-EXAMINATION
BY MR. AUCHINCLOSS:
Q. Good afternoon, Mr. LeGrand.
A. Good afternoon. We made it to the afternoon.
Q. Just barely.
So tell me, how is it that you became employed by Michael Jackson?
A. Mr. Konitzer had talked to me about whether I would be interested in assisting with the implementation of this new business plan for Mr. Jackson, and then Mr. Konitzer called me and asked me to come to Florida and meet Mr. Jackson to discuss representation.
Q. And you knew Mr. Konitzer through a company named Hi-Tec?
A. Hi-Tec America.
Q. And what is Hi-Tec America?
A. I don't know what it is. A few years ago it was a company Mr. Konitzer had that was involved in developing a manufactured building process.
Q. And is that company based in Canada? 10062

A. Yeah, Mr. Konitzer lives in Canada, and the manufacturing company was in Canada, but Mr. Konitzer was interested in developing business in the United States when I first met him.
Q. And how is it that he came to employ your services for Hi-Tec America?
A. He was introduced to me by another person that I knew in Florida. And we discussed, you know, what his needs were, and I -- at the time I was with a law firm and we agreed to represent him.
Q. What were you doing in Florida at the time?
A. I really wasn't in Florida. I had done a transaction with some people in Florida, and one of those people subsequently introduced Mr. Konitzer to me.
Q. And at some point Mr. Konitzer called you and informed you that he'd like you to work on behalf of Mr. Jackson?
A. Yes.
Q. And did he introduce you to Michael Jackson?
A. Yes.
Q. Where did that introduction take place?
A. At the -- I think it's the Turnberry Hotel project in Florida.
Q. And did that introduction take place in February of 2003?
A. Yes. No, I think it was January.
Q. January of 2003? 10063

A. Yeah. I don't think it was quite February. I think it was the last weekend in January.
Q. And when Mr. Konitzer contacted you with regard to your services, exactly what did he inform you of in terms of what the expectation would be of your duties, what duties you'd perform for Mr. Jackson?
A. The phone call that precipitated my going to meet Mr. Jackson at the Turnberry was focused on the Bashir broadcast. And what Mr. Konitzer said to me was that Michael's lawyers had told him there was nothing they could do to help him deal with Granada or Martin Bashir, and he asked me to come and meet Michael and see if there was anything that I could do or suggest to assist Mr. Jackson.
Q. So in January. Do you have any recollection of the exact date we're talking about?
A. I just know that I flew to Florida just before the last weekend in January. I'm not sure if that's the 27th or the 29th. But it was the last week of January.
Q. So it would have been immediately before. Do you mean like a Friday, a Thursday? Do you have an idea?
A. Yeah, I think I arrived there either Wednesday night or Thursday. I'm not sure exactly.
Q. Okay. And you met Mr. Jackson. Where did that meeting take place? 10064

A. At the Turnberry. He had a suite at the Turnberry.
Q. In his suite?
A. Yes.
Q. Was Mr. Konitzer there?
A. Yes.
Q. Was Mr. Weizner at that meeting?
A. I believe he was there for the initial meeting, yes.
Q. What do you mean by that? Did he leave at some point?
A. That first day, I think I had two meetings with Mr. Jackson. And I'm not sure that Mr. Weizner was present at both. I think there were two meetings.
Q. How many days did you stay at the Turnberry?
A. I didn't stay at the Turnberry.
Q. How many days did you stay in Florida?
A. It was four or five. I returned to Las Vegas that Sunday, the last Sunday in January of '03.
Q. And in those four or five days, how many meetings did you have with Mr. Jackson?
A. Hmm.
Q. You mentioned two so far, I guess, the first day.
A. Three or four. I'm really not exactly sure. One of them was the lengthy telephone conference 10065

1 day.
2 Q. Tell me about that. What day did the
3 telephone conference take place?
4 A. I'm not sure if it was Friday or Saturday,
5 with the solicitor and the barristers in the UK.
6 Q. Do you know -- do you know if Hamid Moslehi
7 was in Florida at the time you were there?
8 A. I don't know.
9 Q. Do you know if the Arvizo family was in
10 Florida at the time you were there?
11 A. I don't know. I don't believe so, but I
12 don't know.
13 Q. Did you ever meet Ian Drew?
14 A. I think I eventually met Ian Drew, but I'm
15 not sure when. I don't believe I met him in
16 Florida, though.
17 Q. Okay. So tell me about this conference call
18 day. You said it involved the professionals in
19 England?
20 A. Yes.
21 Q. Were you in a room where a conference
22 call -- the conference call phone was?
23 A. Yes.
24 Q. Who else was present in that room?
25 A. Mr. Jackson. Mr. Konitzer. I just don't
26 remember if Mr. Weizner was present or not.
27 Q. Anybody else?
28 A. There were other people who came in and out. 10066

I mean, there was a bodyguard. Mike -- I just knew him as Mike. I really wasn't focused on anybody else. We had a table with a phone, and we spent close to two hours going over the Granada documents and the issues associated with going after Granada.
Q. Did you discuss the public relations aspect of the Bashir documentary on Mr. Jackson?
A. There was some discussion that there was, you know, likely to be, you know, increased PR, and the solicitor/barrister team in the UK wanted to engage a PR firm.
Q. So was Bell Yard employed at that time?
A. I don't think so. I think this was preliminary discussion. The UK folks weren't even 100 percent sure that they would follow through with taking any action. They really -- this was -- it was a very significant conversation, but it was also exploratory on their part.
Q. And was Mr. Jackson concerned about the fallout in a public relations sense from the Martin Bashir film?
A. I don't recall Mr. Jackson making a specific statement about being concerned about the fallout from the Bashir film. He seemed very concerned about the -- blurring the images of his children, of wanting to enforce his agreement with Mr. Bashir to edit -- to screen the video and edit the video before it was aired. 10067

Q. Let's talk about the agreements that you reviewed concerning the Bashir film. You expressed some concern after reviewing those agreements, true?
A. Yes.
Q. Did you discuss those concerns with Mr. Jackson?
A. Yes.
Q. Now, you were employed as Mr. Jackson's attorney, correct?
A. Yes.
Q. Your fiduciary responsibility was to him?
A. Yes.
Q. To him alone?
A. To him and his affiliated companies, yes.
Q. Okay. So you owed no responsibility to Mr. Konitzer or Mr. Weizner?
A. As part of our representation of Mr. Jackson, we specifically disclosed to Mr. Konitzer that we would no longer, you know, provide any representation to him, and we just had a conflict disclosure document.
Q. To avoid a conflict of interest?
A. Yes, sir.
Q. And do you have any sense of why Mr. Konitzer chose you to become a part of this team?
A. He stated to me that he appreciated that I had a perspective more of a businessman than a lawyer in some of our discussions, and that he 10068

wanted the kind of breadth of experience that I brought. That was what he expressed to me.
Q. Did you have a sense that he liked you?
A. Yes.
Q. Did you like Mr. Konitzer at the time?
A. Yes. I found Ronald to be pleasant and engaging.
Q. Now, did you ever have a discussion with Mr. -- I'll back up.
I think you did mention that you had a discussion with Mr. Jackson about entering into the agreement to do the Bashir interview.
A. Yes.
Q. Did Mr. Jackson tell you that Martin Bashir was responsible for the Princess Diana documentary?
A. I don't think Mr. Jackson told me that, but somebody else did. I'm not sure who, but I did know that.
Q. Did Mr. Jackson inform you that doing an interview with Mr. Bashir could be something that could reignite or renew his career?
MR. MESEREAU: Calls for speculation.
MR. AUCHINCLOSS: I'm asking if Mr. Jackson informed him of that.
THE WITNESS: No, Mr. Jackson never made such a statement.
THE COURT: I'm sorry, there's an objection pending. 10069

You need to rephrase the question, please.
Q. BY MR. AUCHINCLOSS: My question is, did Mr. Jackson ever inform you that he did the Martin Bashir interview because he perceived it to be a positive public relations opportunity to help renew his career?
A. No.
Q. Did Mr. Jackson ever indicate that Martin Bashir was unwilling to do the interview in a fashion in which Mr. Jackson would be paid?
A. I don't believe Mr. Jackson ever made that statement to me. He did confirm to me that he did not expect money from -- you know, payment for the production; that he had agreed to do that without a fee. He --
Q. Okay. And you mentioned you had some experience in business aspects of preparation of legal documents and such for these types of documentaries?
A. No. I indicated that I really had not had substantive experience in entertainment law.
Q. Well, then, how is it that you were able to form an opinion that these documents were inadequate?
A. Because, from my experience in general commercial business, a vague, one-paragraph agreement is simply inadequate under any circumstance for just about any transaction, let 10070

alone something of this type.
Secondly, I very quickly consulted with the
Paul Hastings firm and had Mr. John Genga review the
documents and discussed with him the agreements.
Q. Now, are you aware that Mr. Jackson has
engaged in numerous enterprises similar to this one
that he engaged in with Mr. Bashir?
A. I'm really not aware of the scope of Mr.
Jackson's enterprises.
Q. You're aware he's an entertainer, correct?
A. Yes.
Q. And that he engages in numerous contracts
and business negotiations involving entertainment?
A. Yes.
Q. And you realize that this particular
documentary was a form of entertainment intended to
be broadcast internationally on televisions,
correct?
A. Yeah. I'm not sure about "entertainment,"
but, yes, I agree it was a production for broadcast.
Q. Okay. And are you aware of the -- any
policy or custom among journalists not to pay for
interviews of this type?
A. Yes. I am aware that journalists
generally -- that's why I questioned the word
"entertainment," because my experience and
understanding is that entertainment, they do pay.
When it's news, documentary, interview, there is not 10071

payment customarily.
Q. All right. Fair enough.
Now, during the discussions with Mr. Jackson -- I want to get back to this perception. Did Mr. Jackson in any way perceive this documentary to present him in a positive light?
MR. MESEREAU: Objection; calls for speculation.
MR. AUCHINCLOSS: I'll rephrase that. That's fair.
Q. Did he ever indicate that to you, that he perceived that this production was going to portray him in a positive light?
A. Mr. Jackson expressed to me the language in the one -- in these agreements that Mr. Bashir was to -- and I'm paraphrasing. Mr. Bashir was to produce a documentary reflective of Mr. Jackson's life as Mr. Jackson knew it.
Mr. Jackson's statement to me was that he felt very comfortable with Martin Bashir during the production of the -- you know, the various filmings, and that he expected Mr. Bashir to honor Mr. Bashir's agreement to allow Mr. Jackson to review the final footage and have some input to the final footage.
We, the various lawyers, asked Mr. Jackson several times to explain what he meant by, you know, "faithful to his life as he knew it," and Mr. 10072

Jackson didn't use the word "positive." He expected accuracy, sincerity in this documentary.
Q. Okay. But is it safe to say that he saw this as a public relations opportunity?
A. I don't know what he saw it as.
Q. Has Mr. Jackson ever expressed to you the public relations maxim that there is no such thing as bad publicity?
A. Mr. Jackson never made such a statement to me.
Q. And in terms of the interview with Mr. Jackson, did you, as the lawyer, as Mr. Jackson's lawyer -- you said you saw this particular production, correct?
A. I did eventually see it later. I think it was like, you know, the week later, but yes.
Q. And you certainly had a front row seat for the repercussions that ensued; fair to say?
A. Yes.
Q. And would you agree that this production was a public relations disaster for Mr. Jackson?
A. I don't have a lot to judge by on the scale of PR events, but clearly this had a lot of negative aspects from the press. The initial press in the UK was very negative about Mr. Jackson. The initial press in the United States was, you know, very negative. There were, you know, what I would call talking heads, various people clamoring for an 10073

investigation of Mr. Jackson. There were people saying his children should be removed from his custody. I mean, so it was very negative. I mean, you know --

Q. Does that fit your definition of a disaster?

A. It comes pretty darned close.

Q. You yourself used the word “a media frenzy.” Is that what you described it as?

A. Yeah.

Q. And that everything was frantic?

A. Yes.

Q. And it was all negative, true?

A. Yeah. There were certainly some people who were standing up for Mr. Jackson, and there were certainly people who were highly negative of Martin Bashir’s voiceovers, the editing. There was -- largely negative. But there were certainly some people saying, “Hey, wait a minute. This was a hatchet job.”

Q. Let me just rephrase it. I’m not talking about the people who were reacting to -- maybe reacting negatively towards Mr. Bashir. I’m talking about the people’s reaction to this film. The people who saw this film or reacting to this film had a negative impression of Mr. Jackson?

MR. MESEREAU: Objection; asked and answered. 10074

MR. AUCHINCLOSS: I'll strike that.
Q. Now, you just said it was a hatchet job.
Was it a hatchet job -- let's back up a moment.
Isn't it a fact that the media frenzy, the
bulk of this negative public relations disaster or
whatever comes close to a disaster, dealt with Mr.
Jackson's admission to the world that he liked to
sleep with little boys? That was one of the major
outcries; isn't that fair to say?
A. I think that's fair to say.
Q. And Martin Bashir did not misrepresent that,
did he? Michael Jackson actually said that, and he
repeated it, didn't he?
MR. MESEREAU: Objection; calls for
speculation.
THE COURT: Overruled.
THE WITNESS: Yes.
Q. BY MR. AUCHINCLOSS: There's no confusion
over what Michael Jackson likes to do with young
boys, and that's what upset the world; fair to say?
MR. MESEREAU: Objection. Argumentative;
misstates the evidence.
THE COURT: Sustained.
MR. AUCHINCLOSS: I'll strike it.
Q. And there was also a tremendous amount of
negative public attention towards the fact that Mr.
Jackson hung his child out over the balcony; isn't
that true? 10075

A. That's true.
Q. Mr. Jackson actually did that, didn't he?
A. As far as I know.
Q. I mean, Martin Bashir didn't make that happen, did he?
A. I wasn't there, I didn't see it, but certainly that's what I've seen on the video.
Q. So there's nothing unfair about Martin Bashir's commentary regarding that?
MR. MESEREAU: Objection. Calls for -- excuse me. Argumentative.
THE COURT: Sustained.
Q. BY MR. AUCHINCLOSS: There was also a tremendous amount of negative attention given to Mr. Jackson's remarks about surgeries that he's had, and just people not believing he was being honest about that, isn't that true, one of the things that people were concerned about?
A. You know, I find it difficult to answer about -- questions about what people thought. I mean, what I know is what I saw reported in the press.
Q. And that's where --
A. It's hard for me to say what's in people's minds. But I did see printed articles questioning the veracity of Mr. Jackson with respect to the number of surgeries.
Q. And there was concern about the issues 10076

dealing with his children and keeping them from their mother, or not having a mother for his children, whether that was a good thing?
A. There were certainly some commentators who wrote about that issue.
Q. And there was concern about the issue dealing with the kids at the zoo, the threat to the safety of his children when they went to the zoo and there was somewhat of a media frenzy at that location?
A. Yeah, I remember some commentators questioning the propriety of that zoo trip.
Q. And weren't these the very things that the media was most focused on in terms of this media frenzy? I mean, this list that I've given you? There are probably others, but --
A. If you're asking me for my assessment of the media, I'd say you fairly well categorized the bulk of what was the uproar at that time, yes.
Q. Okay. Now, do you know how long Mr. Jackson's relationship with Dieter Weizner, how far it preexisted your involvement with Michael Jackson?
A. No, I don't. I mean, I don't know when that relationship began.
Q. What about Mr. Konitzer?
A. Mr. Konitzer told me that he met Mr. Jackson through Mr. Weizner, and I believe that was in early 2002. But it could have been late '01, but it was 10077

that time frame. It was not, you know, back in the 1990s.
Q. Do you know why there was a decision to clean house at this particular juncture in Mr. Jackson's -- Mr. Jackson's business?
A. Well, I know what Mr. Jackson told me. And I know what Mr. Konitzer told me.
Q. All right. Why don't you just tell me what Mr. Jackson told you.
A. Mr. Jackson told me that he no longer had confidence in John Branca. He was not pleased with Barry Siegel's handling of funds. And he was very interested and enthusiastic about the Konitzer ten-year MJ universe business plan.
Q. The MJ business plan was largely a plan to try and reinvent Mr. Jackson as a superstar, wasn't it?
A. To a degree, yes. I mean, originally the plan was premised upon acquiring a controlling interest in Marvel.
Q. I'm sorry? Marvel?
A. Marvel. Spiderman.
Q. Okay.
A. Fantastic Four, et cetera.
Q. And there was -- part of this was to market Michael Jackson's name and image in various other products? Was that part of the MJ universe scheme of things? 10078

A. Yes, that was part of it.
Q. And Dieter Weizner had been involved in marketing Michael Jackson products for a long period of time; isn't that true?
A. Yeah. I don't know for how long, but, yes, he was certainly involved, especially in Germany, in distribution of products.
Q. And Michael Jackson had a long business relationship with Mr. Weizner, didn't he?
A. Yeah. Again, I don't know how long, but it -- from the paperwork I saw later, it was certainly a couple of years.
Q. And based upon what you saw, you understood that Michael Jackson trusted Mr. Weizner based upon a long-standing business relationship, correct?
A. Again, I don't know how long-standing. Certainly Mr. Jackson seemed to have a good relationship with Mr. Weizner.
Q. All right. And Mr. Konitzer certainly had a longer relationship with Mr. Jackson than you did; fair to say?
A. Yes. Yes.
Q. And in part of this cleaning of house, Mr. Jackson decided to personally fire his attorney who he had been with for more than a decade?
A. Yes.
Q. And he wrote a letter dismissing that attorney, didn't he? 10079

A. Yes.
Q. He decided to personally fire his business manager at the time?
A. Yes.
Q. And he personally took care of that as well?
A. He executed documents that I delivered on his behalf, yes.
Q. And you did that because that's what he told you he wanted to do?
A. Yes.
Q. He personally fired his entertainment manager?
A. Yes.
Q. Again, part of the cleaning house; part of what he wanted you to do?
A. Yes.
Q. And then a month after hiring you, he personally fired you?
A. Yes. Well, two months, three months. But yes, two months.
Q. Okay. And in -- sometime in January, or before that time, he decided -- Mr. Jackson decided that he wanted to put Ronald Konitzer and Dieter Weizner in charge of his enterprises?
A. Yes. That's what he told me.
Q. Yes. That was his decision, correct?
A. As far as I know.
Q. I mean, that's what Mr. Jackson told you, 10080

right?
A. Yes.
Q. And as his attorney, you mentioned that you had a fiduciary duty to him, and part of that fiduciary duty is to keep him informed of everything, correct?
A. I'm not sure what "everything" is.
Q. Everything that is material, everything that is important, everything that is necessary for him to make informed decisions, correct?
A. Yes.
Q. All right. So the month of February comes, and the Michael Jackson/Martin Bashir documentary airs. You said that things became frantic. Is that when things started to get frantic?
A. The pace picked up immediately when I returned to Las Vegas from Florida and we began interviewing for the replacement of the money manager.
Q. And ultimately you settled on Ed Gross?
A. I think it's Ed Grossman.
Q. Ed Grossman?
Was that Michael Jackson's decision, based upon your advice, to choose Ed Grossman?
A. It was Ronald Konitzer. We discussed it. I know we had a phone call with Mr. Jackson; asked him if he wanted us to go ahead with that recommendation. 10081

Q. Did you inform him of all the particulars regarding that decision in hiring Ed Grossman?
A. Well, he had already told me, when I was in Florida, that he wanted to --
Q. I'm sorry. Who --
A. Mr. Jackson had told me, when he was in Florida, that he wanted Barry Siegel to go and someone else to be engaged.
Q. So did he --
A. And he told us to find somebody, you know, appropriate.
Q. Okay. And did he ultimately okay or make the decision to go with Ed Grossman?
A. I don't remember a specific, "Yes, go with Ed Grossman" conversation. I know that Ed Grossman met with Barry Siegel. Barry Siegel requested authority from Mr. Jackson for transferring, and we provided that authority in the form of a document signed by Mr. Jackson to Mr. Siegel instructing him to transfer.
Q. Okay. So Mr. Jackson signed a document basically instructing that the transfer of his business management interests were going to Ed Grossman?
A. Well, the cash management.
Q. Yeah. The cash management. Ed Grossman is International Business Management, correct? 10082

A. I think so, yes.
Q. IBM, right?
So that transaction can't occur without Mr. Jackson's permission, correct?
A. Well, Mr. Konitzer and Dieter Weizner had a limited power of attorney. I'm not sure, as I sit here, whether that was within the scope of power or not, whether they could have done that. But my belief is, my recollection is that Mr. Jackson authorized the transfer to Ed Grossman, International Business Management.
Q. Did you prepare that limited power of attorney?
A. Yes, I did.
Q. And you have no recollection of whether it gives him -- gives Ronald Konitzer the authority to make that transfer on his own?
A. I know there were some limitations on what the authority was, but I don't remember the specifics. I haven't looked at that document now for a very long time.
Q. And do you recall who directed you as to what limitations were to be placed on Mr. Konitzer regarding that power of attorney?
A. Actually, I was the one who created limitations, and I specifically consulted with Mr. Jackson about that.
Q. Do you consider Mr. Jackson to be 10083

intelligent, an intelligent person?
A. Yes.
Q. When he had business discussions with you, would he ask intelligent questions?
A. Some times more than others. But, yes.
Q. So we go into the month of February. Did this public relations frenzy get better, or worse, or stay the same? You tell me.
A. I'm not sure that I can characterize it. It was certainly bad. And as the program aired in the U.S., you know, there was continued press. I'm not sure how long that press, that -- you know, that continued.
Q. At some point you brought Ann Gabriel on?
A. Yes.
Q. That was your decision?
A. Not mine alone. I --
Q. Who else participated in that?
A. Mr. Konitzer.
Q. Did you recommend Ann Gabriel?
A. Yes.
Q. And she was to help out with the U.S. public relations end of things; is that correct?
A. Yes.
Q. And we're talking about crisis management here, aren't we, in terms of public relations? Public relations crisis management?
A. Yes. 10084

Q. And eventually -- was Bell Yard hired before Ann Gabriel came on?
A. Yes.
Q. And Bell Yard is a crisis management public relations outfit, correct?
A. It's certainly among their qualifications. They do a variety of PR work.
Q. Have you ever seen their letterhead?
A. Yes.
Q. And their letterhead says "Crisis Management" --
A. Yes.
Q. -- doesn't it?
A. Yes.
Q. Okay. So this was a public relations crisis, true?
A. Yes.
Q. And Mr. Jackson was certainly aware of that?
A. I believe so, yes.
Q. Okay. So at some point Ann Gabriel felt that the public relations end of things was being mishandled in the United States; isn't that true?
A. Yes.
Q. She told you or basically she informed you about the idea that Mr. Jackson should be more proactive?
A. Yes. That was her position.
Q. And there was a sentiment among Mr. 10085

Jackson's people that this should be -- that they should not be proactive and that they should hunker down and weather this storm out?
MR. MESEREAU: Objection; vague.
MR. AUCHINCLOSS: That's probably true. I'm not specific enough.
Q. Was there a consensus among anybody in Michael Jackson's inner circle that this storm should be weathered by hunkering down and avoiding the spotlight?
A. I'm not sure there was consensus. There was certainly voices, you know, on all sides of how to address the PR aspects.
Q. But hunkering down was viewed as a legitimate PR strategy; is that true?
A. Yeah --
MR. MESEREAU: Objection; vague.
THE WITNESS: Oh, sorry.
THE COURT: Overruled.
You may answer.
THE WITNESS: Yes. I mean, subsequently Mr. Dezenhall was engaged, and his advice consistently was to, as you say, hunker down.
Q. BY MR. AUCHINCLOSS: And he was the man who replaced Ann Gabriel, correct?
A. I'm not sure I would use the word "replaced." But Eric was certainly engaged to shoulder a significant portion of the PR strategy 10086

responsibility.
Q. Now, as the month of February went on, were there other public relations issues that added to the media frenzy?
A. I don't recall. Do you have an example?
Q. Well, let's talk about the 60 Minutes interview, the planned 60 Minutes interview at Neverland. Do you remember about the date that that was to take place?
A. I think it was the first full weekend in February.
Q. And would you agree that it's a bad idea from a public relations standpoint to agree to have 60 Minutes interview you, have them come out, set up, bring their whole staff out to the West Coast, Ed Bradley, and then not show up for the interview?
MR. MESEREAU: Objection. Foundation; argumentative.
THE COURT: Sustained.
MR. AUCHINCLOSS: Okay. I'll back up a little bit.
Q. Mr. Jackson didn't show up to the 60 Minutes interview, did he?
MR. MESEREAU: Objection; foundation.
THE COURT: Sustained.
Q. BY MR. AUCHINCLOSS: You were there when 60 Minutes was preparing to shoot an interview with Michael Jackson, correct? 10087

A. I was at Neverland at that time, yes.
Q. Okay. Did 60 Minutes ever shoot that
interview featuring Ed Bradley and Michael Jackson?
A. No.
Q. And the reason for that is because Michael
Jackson didn't show up for the interview, correct?
A. You can't shoot an interview if the
interviewee is not cooperative.
Q. Yes. And he decided to change his mind and
not do that interview?
A. That's my understanding, yes.
Q. And one of the reasons for that was because
the Complaint regarding the Jordie Chandler case had
just come out on The Smoking Gun; isn't that true?
MR. MESEREAU: Objection; foundation.
THE COURT: Sustained.
MR. MESEREAU: Move to strike.
MR. AUCHINCLOSS: That's fair.
Q. Do you know -- well, let me start over
again.
The Jordie Chandler Complaint had just been
published on The Smoking Gun, the Internet source
for various documents; isn't that true?
MR. MESEREAU: Objection; foundation.
THE COURT: Sustained.
Q. BY MR. AUCHINCLOSS: Are you aware if there
was a publication of Mr. Jackson's -- or I should
say Jordie Chandler's Complaint against Michael 10088

Jackson on The Smoking Gun at that time?
A. I remember that there was some publication on The Smoking Gun of some Chandler-related materials, but I'm not sure that I knew of that when I was at Neverland on that Saturday or not. I'm not sure when I learned of that in relation to that day. I may have known it. I just don't remember.
Q. Were there also prominent articles regarding Mr. Jackson's distressed financial condition during the month of February 2003 that contributed to this media frenzy?
A. I'm not sure whether "contributed" is the right word. I think they were part of the media attention to Mr. Jackson and his affairs, and yes, I remember some -- some postings and articles about his financial affairs.
Q. Let's talk a little bit about Mr. Jackson's financial affairs.
You said you'd done quite a bit of research into this area?
A. I'm not sure I said "research." But I certainly exerted -- a considerable amount of my effort and attention went to getting a grasp of Mr. Jackson's financial situation and financial affairs.
Q. Okay. So what would you call that?
A. Well, I mean, "research" to me is -- you know, as a lawyer, "research" is kind of technical. You go to LexisNexis and such. 10089

But, you know, clearly I was trying to get up to speed and obtain knowledge in order to properly advise Mr. Jackson.
Q. And you became aware that Mr. Jackson had a $200 million loan with the Bank of America that encumbered or was pledged against his ATV catalog with Sony?
A. Yeah. I think it's the other way around, though.
Q. The catalog --
A. Mr. Jackson had pledged his ownership interest in the Sony/ATV joint venture. That's the pledge of the collateral to Bank of America.
Q. Yes.
A. Yes.
Q. He had a $70 million loan for which he had pledged his interest in the MIJAC catalog with the Bank of America?
A. Yes.
Q. And you were aware that Mr. Jackson had accrued this enormous debt to finance -- help finance his very expensive lifestyle?
A. I'm not sure what I knew about how the debt accrued. And that's the only piece. I knew he accrued the debt and I knew he didn't have a lot of assets to show for the money that had been spent from those loans.
Q. Well, didn't you write a letter to Mr. 10090

Jackson telling him that he's spending approximately $20,000 more every year than he makes, or I should say $20 million more every year than he makes?
A. Yes.
Q. I have a hard time saying that.
A. Yeah, I did write a letter. My analysis was more current. I just mean I didn't review his expenses going back for, you know, how the entire 200 million of debt came into existence. That's all I meant.
Q. All right.
A. Clearly I was concerned about his current rate of expenditure versus the money he had available to cover those expenses.
Q. And you mentioned in that letter that you perceived Mr. Jackson to be on the verge of bankruptcy unless some action was taken, true?
A. Yes, that's true.
Q. You also talk a little bit about the fact that he has $10 million in unpaid vendors, correct?
A. Yes.
Q. Some of those bills go back years; is that fair to say?
MR. MESEREAU: Objection; Court order.
THE COURT: Sustained.
Q. BY MR. AUCHINCLOSS: And as far as your testimony about the value of this ATV catalog, you said that you are not an expert in this area; isn't

1 that accurate?
2 A. Correct.
3 Q. You really have no idea about what Mr.
4 Jackson's interest is in the ATV catalog, correct?
5 A. I certainly have an idea. I can't say I'm a
6 qualified business appraiser capable of fully
7 evaluating that asset, no.
8 Q. Well, are you aware that Bank of America at
9 the time had a right of first refusal on that asset?
10 A. I did find that out. I'm not sure exactly
11 when. You know, these were a lot of documents that
12 we had to digest, so this took a few weeks. But
13 eventually I did come to learn that. But I'm not
14 sure -- actually, I'm not so sure that the bank --
15 Q. I'm sorry. I'm sorry, I misspoke.
16 MR. MESEREAU: Objection. He's cutting off
17 the witness.
18 Q. BY MR. AUCHINCLOSS: You can finish your
19 answer.
20 A. I don't think the bank had the right. I
21 think Sony actually -- whether it was Sony or
22 Sony/ATV itself had a first right on Mr. Jackson's
23 interests.
24 Q. You're correct. I think I misspoke. I
25 meant to say Sony.
26 So Sony had a right of first refusal on that
27 catalog?
28 A. Yes. 10092

Q. So he didn't have the right to sell it without Sony's permission, correct, or without giving Sony the right to buy it first?
A. Yes, that's correct.
Q. Okay. And as far as your general knowledge of this -- I'm just looking back at some of the words you said. You said you're not up to speed on his interest in this catalog so you don't really know what it's worth.
A. I looked at some of the public, you know, materials available about Sony and Sony/ATV. I did talk to a couple of people in the industry, just in general, about, you know, what do these catalogs sell for, what kind of value.
At the time, this was during -- you know, I was very concerned about the value, though, because at the time we had the rise of the Internet and, you know, pirating of material, and so there was concern over the future of revenue streams to be derived from some of these large catalogs because of the piracy that was rampant.
Q. And that concerned these catalogs?
A. So that affects catalog values. The right to first refusal affect catalog values. I mean, because it's not just the underlying asset. It wasn't that simple. You know, as most dealings involving hundreds of millions dollars are not simple. And so to say to someone, "Oh, you can 10093

write a check and buy this for X dollars," it just
wasn't that easy.
Q. And those concerns that you had were
concerns that the catalog really wasn't worth what
it had been previously appraised at, true?
A. Well, I didn't know that. Let me put it
this way: I believe that a best -- you know, a
good, strong scenario existed to get to the numbers
that I posited, that 200 million. But those were
not meant to be precise. They were meant to be an
illustration of what could be achieved.
Sony had bought additional assets into that
catalog. I had no way of knowing exactly at that
moment in time what Sony had paid, what debts the
catalog had to repay Sony for any of that
investment. Sony was funding the enhancement of the
catalog. They continued to put money in and
purchase more assets. I have to believe that Sony
were good businesspeople and that they were buying
assets that had good value and would continue to
have value.
So -- but ultimately to work with the
financial elements of something like this, you would
have to have, you know, a Goldman Sachs or some sort
of investment banking firm come in and do analysis,
review.
And it's been widely reported in the press
that that happened in the last few months, six 10094

months or whatever.
Q. So you didn't consider the fact that -- or you didn't factor in, in your analysis, the fact that Sony had been depositing copyrights into this catalog over a period of years, Mr. Jackson had deposited no additional copyrights into this catalog, thereby decreasing Mr. Jackson's relative interest in the ATV catalog? You didn't factor that into your analysis, did you? "Yes" or "no."
A. I'm not sure that's a correct statement.
Q. Well, didn't you factor in that Mr. Jackson just had a half interest in whatever the catalog was worth? Isn't that what your simple dynamic was?
A. My dynamic view rested on that. I did not take into account whether or not there was a right on Sony's part to get paid back for invested dollars first. I did not consider that possibility at that time.
Q. And you didn't consider it to be a possibility that Sony was going to gift Mr. Jackson interest in those copyrights that they were depositing over those years, did you?
A. I don't expect Sony to gift much of anything to anybody. But it wasn't about gifting the copyrights. Mr. Jackson owned half of the entity that owned the copyrights.
Q. Right. But owning half of the entity doesn't mean his financial interest is 50/50, does 10095

it?
A. No. From a legal perspective, those two are readily separable.
Q. Okay. And I want to talk about his financial interest in that catalog, so I want to focus on your knowledge about those facts.
Were you aware that Mr. Jackson had been receiving guaranteed payments on the royalties from that catalog that in effect reduced his financial interest in the ATV catalog substantially over a number of years? Were you aware of that?
A. At the time I wrote that letter, no. I actually became aware of that later in a conversation with Mr. Malnik.
Q. So you know now that his interest in that catalog is not worth half of whatever its market value is?
MR. MESEREAU: Objection; foundation.
THE COURT: Sustained.
Q. BY MR. AUCHINCLOSS: And if a financial expert who had considered all these dynamics came into court and testified that Mr. Jackson's interest in that catalog is, at most, $200 million total, you would have no reason to quibble with that, would you?
MR. MESEREAU: Objection; improper question.
THE COURT: Sustained.
Q. BY MR. AUCHINCLOSS: Well, let me just 10096

summarize that you really didn't consider all the factors to ascertain exactly what Mr. Jackson's financial interest is in the ATV catalog, correct?
A. I did not consider all of the possible factors, correct.
Q. So you cannot tell us -- you really don't have an idea of how much Mr. Jackson's financial interest is worth in the ATV catalog, true?
A. I never pretended to really know, as a qualified business appraiser, what the value of Mr. Jackson's interest in that catalog was.
Q. Okay.
A. I was merely trying to suggest a course of action that could determine that value and hopefully produce a positive economic outcome for Mr. Jackson.
Q. Who is Fire Mountain?
A. Fire Mountain is a limited liability company that was formed in Nevada, and it is a hundred-percent-owned subsidiary, I believe, of MJJ Productions.
Q. Are you aware of covenants and conditions in the Bank of America loans that prevent Mr. Jackson from encumbering the ATV catalog or the MIJAC catalog in any way additionally, additionally encumbering those assets?
A. Yes.
Q. Okay. And are you aware that the covenants and conditions of the Bank of America loan have some 10097

very rigorous guidelines about income for Mr. Jackson?
A. I eventually obtained those loan documents and became better acquainted with the provisions in those documents.
Q. And one of the reasons for those covenants and conditions is because if Mr. Jackson was to come into any additional wealth, Bank of America was to be informed of it so that they could get in line to help pay for interest, pay for -- pay down those loans; isn't that true?
A. I'm not sure I -- I'd like to defer to the language of the document.
There is no question that Bank of America replenished the credit line note through, I believe it's the MIJAC catalog. Revenues would be deposited to replenish that credit line.
Q. Do you know if the formation -- let me back up a moment.
What was the purpose of Fire Mountain LLC?
A. It was to isolate liability, any liabilities associated with the production of the "Take 2" video.
Q. Was it also designed to be used to isolate liabilities in association with other FOX releases, like the home movies, anything of that nature?
A. Not initially.
Q. But it developed into that? 10098

A. There was -- I believe that eventually did result. But that wasn't the initial -- that concept didn't exist at the time of the formation of Fire Mountain.
Q. Did Ann Gabriel express a concern about making the "Take 2" documentary a money-making enterprise?
A. Yes.
Q. She perceived that to be negative in terms of public relations; that this should be done without any profit motive or any profit on behalf of Mr. Jackson, didn't she?
A. Yes.
Q. And that advice was not heeded, was it?
A. No.
Q. And the reason for that is because Mr. Jackson was in severe financial distress, true?
A. He had payables of about ten million, and cash in the tens of thousands.
Q. About 30,000 in cash?
A. Whether it was 30 or 40 I don't recall, but it was not near enough to pay for his payables.
Q. In addition, it was not nearly enough to pay for Mr. Jackson's current lifestyle. I mean, he didn't have the funds to pay for his current lifestyle, assuming a spending rate that he had exhibited in the past?
A. Clearly the payables accumulated to the 10099

ten-million-dollar level because the bills had not been paid previously.
Q. Okay. When you say that the LLC, limited liability corporation, Fire Mountain, was designed to limit or isolate liability, what do you mean by that?
A. Generally, it's my understanding that the members of a limited liability company are not directly liable for the obligations of the company. So it has the kind of limited liability that a corporation would have.
Q. And you set that up?
A. Yes.
Q. Who was authorized to sign on behalf of Fire Mountain LLC?
A. For a while I was.
Q. Was Mr. Jackson also -- is he also somebody who could sign on behalf of Fire Mountain?
A. We ultimately delivered documents that MJJ Productions was the member and had the authorization to sign. And I believe Mr. Jackson was the principal officer of MJJ Productions.
Q. And the proceeds from the "Take 2" production, or the rebuttal film, all of the proceeds for that video or film went into Fire Mountain; is that correct?
A. Yes.
Q. And there was a trust account established 10100

for Fire Mountain; isn't that true?
A. Yes.
Q. And didn't you set up that trust account?
A. I set up a trust account for a while. And ultimately that trust account was transferred to another attorney.
Q. Okay. But during the month of February 2003, you were in control of that trust account, weren't you?
A. My firm had that trust account, yes.
Q. Okay. And $3 million came in from FOX for the "Take 2" production, correct?
A. I think that's right, in the aggregate. It didn't all come in at one time.
Q. But it came in in installments during the month of February 2003?
A. I'm not sure of the timing. But certainly some of it was in February. It might have been all in February. I'm really not sure.
MR. AUCHINCLOSS: All right. If I could just have a moment.
Come on. I'm about to give up on this backing.
Q. I'm going to show you a document which I intend to mark as People's Exhibit 898, and I'm doing so at this time. It appears to be a five-page document with a Hale Lane fax as the first page. Would you identify that for me, sir? 10101

A. This looks like the trust listings from Hale Lane.
Q. And did you send that document to Michael Jackson at Neverland Ranch?
A. Yes.
Q. On what date?
A. April 1st, 2003.
Q. And did you do that as part of your duties as his attorney to keep him aware of financial matters regarding Fire Mountain LLC?
A. I did this as part of the wrapping-up process of my responsibility for matters for Mr. Jackson other than the Granada litigation.
Q. Yes. But my question is, was that communication made to inform Mr. Jackson of financial matters regarding the Fire Mountain LLC?
A. Yes.
Q. Okay. It's an accounting, isn't it?
A. Yes.
MR. AUCHINCLOSS: I'd ask to move People's Exhibit 898 into evidence at this time.
MR. MESEREAU: No objection.
THE COURT: It's admitted.
MR. AUCHINCLOSS: And if we could have the Elmo.
Q. Mr. LeGrand, in terms of the proceeds from the FOX production -- sorry -- the "Take 2" production, you were essentially -- let me just -- 10102

sorry about that.
You were in charge of disbursement of funds, correct?
A. Well, in my view, the funds belonged to Mr. Jackson, and Mr. Konitzer and Mr. Weizner had authority --
BAILIFF CORTEZ: I'm sorry, sir. You need to talk into the --
THE WITNESS: Oh, I'm sorry.
The funds belonged to -- ultimately to Mr. Jackson through his company. And Mr. Konitzer and Mr. Weizner had the power to direct expenditures. So I didn't.
Q. BY MR. AUCHINCLOSS: Mr. Weizner had the power to direct expenditures?
A. Mr. Konitzer and Mr. Weizner had authority from Mr. Jackson, pursuant to the power of attorney, to direct expenditures.
Q. Did Mr. Weizner and Mr. Konitzer have powers of attorney?
A. There was one power that was joint.
Q. Okay. And Mr. Jackson signs many powers of attorneys, doesn't he?
MR. MESEREAU: Objection; foundation.
THE COURT: Sustained.
Q. BY MR. AUCHINCLOSS: You have prepared more than one power of attorney for Mr. Jackson, have you not? 10103

A. I don't recall more than the one power getting executed. There may have been more than one draft of a power, but I don't remember more than one power actually getting executed.
Q. You have seen a number of powers of attorneys that have been executed by Michael Jackson, have you not?
A. I'm not sure.
Q. All right. I'll come back to that.
Let's go down this list.
The very first entry that we have here shows an incoming wire from FOX Broadcasting Company of $750,000.
Was that part payment for the "Take 2" production?
A. Yes.
Q. All right. There is a disbursement to Stuart Backerman, right here on the second line, 2-13-2003, $6,000.
Who's Stuart Backerman?
A. Mr. Backerman was a PR person.
Q. Okay. And he was part of this -- maybe on the outer fringes of this team --
A. Um --
Q. -- addressing the media crisis?
A. He was engaged in providing media services for Mr. Jackson, yes.
Q. So there's -- on 2-13, there's a 10104

1 disbursement of, I believe that's $50,000 -- I'm
2 sorry, so you can see that, I believe that's $80,000
3 to Hale Lane.
4 Is that $80,000 to pay for your legal fees?
5 A. That was to the firm to pay for legal
6 services, yes.
7 Q. So that paid for your services.
8 And then there's an $11,000 cash
9 disbursement. Do you know where that went, on 2-13?
10 A. It went in a wire, that's reflective of the
11 wire to Katrin Konitzer, I believe.
12 Q. Now, there's funds sent Western Union,
13 $2,000 to Katrin Konitzer.
14 Are you saying this $11,000 figure is
15 related to Katrin Konitzer?
16 A. I'm not sure. The 11,000 -- there's the
17 next entry of distribution of 11,000 cash to
18 purchase.
19 Q. Okay.
20 A. And I think that the 11,000 is composed of
21 the 2,000 to Kathryn, the 4500 to Sandra, and the
22 4500 -- anyway, the 4500, 4500 and 2,000 equal the
23 11.
24 Q. Do you know who Sandra Hawk is?
25 A. I believe she's an assistant to Mr.
26 Konitzer. That's what I was told.
27 Q. Somebody who worked for Mr. Konitzer?
28 A. Yes. 10105

Q. And what about Canon Kasikci?
A. I believe that -- I was told that was a consultant working with Mr. Konitzer.
Q. Okay. On Mr. Jackson's behalf?
A. Yes.
Q. Do you know what type of consultant?
A. No.
Q. Next we have, on the same date, $150,000 going out to Neverland Valley Entertainment.
A. Yes.
Q. You sent that?
A. My firm wired that money, yes.
Q. Did you have anything to do with it?
A. I'm sure I did.
Q. Okay. That's my question.
So you were involved in sending out $150,000 to Neverland Valley Entertainment; is that fair to say?
A. Yes.
Q. I take it that went to your client, Mr. Jackson?
A. It went to Neverland Valley Entertainment.
Q. I'm sorry, I'm misspeaking. Neverland Valley Entertainment is not Mr. Jackson, is it?
A. I believe that's a corporation that is -- I believe that's not owned by Mr. Jackson.
Q. Okay. It's not owned by Mr. Jackson? Only tell me if you know. 10106

A. There were some confusing names. I'm not sure -- I'm really not sure today. I'm sorry.
Q. Under whose direction did you send that $150,000 out to Neverland Valley Entertainment?
A. Mr. Konitzer and Mr. Weizner.
Q. Okay. Next you sent out a wire for Mr. Konitzer, $90,000, correct?
A. Yes.
Q. Mr. Konitzer's direction. $10,000 for Gabriel Media. That would be Ann Gabriel?
A. Yes.
Q. Whose direction was that?
A. Ronald Konitzer's.
Q. Okay. Dieter Weizner got 110,000. I'm assuming that was Mr. Konitzer and Mr. Weizner's directive?
A. Yes.
Q. Joseph Marcus, $35,000. Who told you to send Joseph Marcus $35,000?
A. Mr. Konitzer and Mr. Weizner.
Q. Okay. Do you know who Joseph Marcus is?
A. I believe he's the -- I'm not sure what his title is. He helps run Neverland for Mr. Jackson.
Q. All right.
THE COURT: Let's take our break.
(Recess taken.)
THE COURT: Go ahead. 10107

MR. AUCHINCLOSS: Thank you, Your Honor.
Could we have the -- yeah, thank you.
Q. All right. Mr. LeGrand, where we left off, we were talking about Joe Marcus.
Now, I'm not going to go through all of these, but did you ever talk to Mr. Jackson about this trust account?
A. I don't recall a specific conversation with Mr. Jackson about this trust account. I do recall telling Mr. Jackson about what we were doing; that is, what I and the other lawyers were doing, and how we were using proceeds from the FOX video to help pay for the various legal and other services.
Q. So Mr. Jackson was being kept apprised about these expenditures?
MR. MESEREAU: Objection; misstates the evidence.
THE COURT: Overruled.
You may answer.
THE WITNESS: Not in detail, line by line.
This was a conversation that, "We are utilizing these proceeds in this fashion."
Q. BY MR. AUCHINCLOSS: So certainly, when you made a major expenditure, you got some clearance from Mr. Jackson; is that fair to say?
A. I don't recall getting a specific authority from Mr. Jackson for any particular expenditure.
Q. Okay. 10108

A. He indicated to me he was satisfied with the way things were being handled, that he had confidence in Mr. Konitzer, Mr. Weizner, and the lawyers, and the people that were working at this time, and he wanted us to continue working.
Q. All right. Moving down the list just a little bit, I'll point out the -- let's see. There appears to be another $750,000. Maybe that's the first -- let me pull this down a little bit.
Okay. So we've got an incoming wire from FOX for 750,000. We had another incoming wire from FOX for $750,000.
Was that also on the "Michael Jackson "Take 2""
video?
A. Yes.
Q. And then, finally, we had another incoming wire for one-million-five on 2-22-03.
Was that also from the "Take 2" video?
A. Yes.
Q. So this trust account essentially controlled the income and cash outflows for the FOX video, the "Michael Jackson 2"; is that fair to say?
I mean, this trust account reflects income and expenses for the FOX video that's known as "Michael Jackson "Take 2""?
A. It reflects the money coming in from FOX.
It reflects expenditures going out, some of which 10109

1 were expenses relating to “”Take 2”,” some of which
2 were expenses relating to, you know, the Granada
3 litigation, the engagement of Mr. Geragos, et
4 cetera. So it’s not all expenses relating to
5 “”Take 2”.”
6 Q. Okay. Moving down a little bit, we see,
7 let’s see here, an outgoing wire to Ken H.
8 Finkelstein, $560,000.
9 What was that for?
10 A. That was at the instruction of Mr. Konitzer
11 and Mr. Weizner.
12 Q. What was it for?
13 A. Mr. Finkelstein, as an attorney, was going
14 to assume the primary responsibility for the rest of
15 these proceeds.
16 Q. Okay. And did you talk to Mr. Finkelstein?
17 A. I believe the answer is yes. I don’t
18 remember the specific conversation, but I know I did
19 have a conversation or two with Mr. Finkelstein.
20 Q. Okay. Did you ever meet Mr. Finkelstein?
21 A. No.
22 Q. There’s another outgoing wire here, 3-25,
23 1,400,000 for Mr. Finkelstein.
24 Do you know what that was for?
25 A. Same as the 560.
26 Q. So it was the understanding that Mr.
27 Finkelstein was going to undertake the management of
28 this $560,000 disbursement and $1,400,000 10110

1 disbursement on behalf of your client, correct?
2 MR. MESEREAU: Objection. Misstates the
3 evidence; foundation.
4 MR. AUCHINCLOSS: I'm asking if that's the
5 case.
6 THE WITNESS: That's the way I understood it
7 from Mr. Konitzer.
8 THE COURT: The objection's overruled.
9 THE WITNESS: Sorry.
10 Q. BY MR. AUCHINCLOSS: And we have -- moving
11 down, we also have, just as an example, another
12 sizeable incoming wire, 566,000, from Alfred Haber.
13 Mr. Haber is the foreign rights distributor
14 for the "Take 2" video; isn't that true?
15 A. Yes.
16 Q. So there was $3 million from FOX, plus
17 additional hundreds of thousands of dollars that
18 came in from foreign sources, correct?
19 A. Ultimately, yes. It came from Haber.
20 Q. Marketing the video overseas?
21 A. Yes.
22 Q. And everything's accountable. In other
23 words, I should say everything is accounted for - is
24 that fair to say - in your basic accounting here, in
25 terms of dollars and cents.
26 A. I think the numbers add up, yes.
27 Q. And you sent this to Mr. Jackson?
28 A. Yes. 10111

MR. AUCHINCLOSS: We no longer need the Elmo, Your Honor. Thank you.
Q. Mr. LeGrand, are you aware of whether or not the covenants and conditions of the Bank of America loan allow Mr. Jackson to funnel moneys such as these that were held in the Fire Mountain account in the manner in which they were disbursed?
MR. MESEREAU: Objection. Foundation; relevance.
MR. AUCHINCLOSS: He said he reviewed these documents.
THE COURT: Foundation; sustained.
Q. BY MR. AUCHINCLOSS: Did you review the covenants and conditions of the Bank of America loans?
A. Eventually, yes.
Q. And those loans prevent Mr. Jackson from having a company like Fire Mountain, LLC, which would effectively conceal funds coming into his possession, profits. Those covenants and conditions are in violation of that loan, aren't they?
MR. MESEREAU: Objection. Foundation; relevance; Court order.
THE COURT: Foundation; sustained.
Q. BY MR. AUCHINCLOSS: Do you know if the covenants and conditions of the Bank of America loan has a proscription, a rule against Mr. Jackson engaging in a company, starting an LCC like Fire 10112

Mountain as a profit enterprise? Do you know of that?
MR. MESEREAU: Objection. Foundation; relevance.
THE COURT: Overruled.
You may answer.
THE WITNESS: I don't know today. I would have to look at the loan covenants. They were pretty detailed.
Q. BY MR. AUCHINCLOSS: You have no recollection of whether there's a loan covenant that prevents that?
A. The company in question was a subsidiary of MJJ Productions. It was not a new company started by Michael Jackson.
It's really a complex question, sir, and I would need -- to give you a proper answer, I would need to review the document.
Q. Did you form Fire Mountain, LLC, to hide funds from the Bank of America?
MR. MESEREAU: Objection. Foundation; relevance.
THE COURT: Foundation; sustained.
Q. BY MR. AUCHINCLOSS: All right. Tell me, who is Royalty Advance Funding?
A. I'm not sure who Royalty Advance Funding is. But I met a person who I believe was associated with Royalty Advance Funding and discussed a proposal for 10113

a pledge of royalties, just as the name suggests, a pledge of royalties in exchange for a loan.
Q. And that individual's name was Parviz?
A. Yes.
Q. All right.
A. That's right.
MR. AUCHINCLOSS: If I may approach, Your Honor.
THE COURT: Yes.
Q. Mr. LeGrand, I show you People's Exhibit No. 422 in a notebook. It appears to have multiple pages.
Have you ever seen the letterhead that is depicted on the first page of that group of documents?
A. I have no specific recollection of this letterhead. It's possible I've seen it, but I don't --
Q. Okay. I'm showing you page two of that document. There appears to be a signature in the lower right-hand corner. Do you recognize that signature?
A. Looks like Michael Jackson's signature.
Q. Are you familiar with Michael Jackson's signature?
A. Not extensively. But I've seen him sign documents, yes.
Q. On numerous occasions?
A. Reasonably often. 10114

Q. Looking at the third page, there appears to be a signature at the bottom of the page. Does that appear to be Michael Jackson's signature?
MR. MESEREAU: No foundation, Your Honor.
THE COURT: Sustained.
Q. BY MR. AUCHINCLOSS: Do you feel that you can recognize Michael Jackson's signature when you see it? I'm not asking you as an expert. I'm just asking you for a personal opinion.
A. I think so.
Q. How many times have you seen Mr. Jackson sign documents?
A. Half dozen to a dozen maybe.
Q. How many documents have you seen with Michael Jackson's signature on them?
A. More than a dozen.
Q. A hundred?
A. I would say shy of 100, sir.
Q. Something close to 100; would that be fair?
A. It could be. We had many, many documents that I looked at over a period of time.
Q. All right. I'll resubmit the same question to you. On page three, the lower right-hand corner, does that appear to be Michael Joe Jackson's signature?
MR. MESEREAU: Objection; foundation.
THE COURT: Overruled.
You may answer. 10115

THE WITNESS: It appears to be his signature.
Q. BY MR. AUCHINCLOSS: All right. The next page, also Mr. Jackson's signature?
A. Yes.
Q. There are initials on the following page. Have you ever seen Mr. Jackson's initials?
A. Yes.
Q. Do those appear to be his initials?
A. Yes.
MR. MESEREAU: Same objection. Foundation.
THE COURT: Overruled.
Q. BY MR. AUCHINCLOSS: The following page, another signature.
Does that appear to be Michael Jackson's signature?
A. Yes.
Q. I'm skipping ahead one page.
Does that appear to be Michael Jackson's signature on that page?
A. It certainly could be. It's somewhat different than the others, though.
Q. Does he often sign his name a little differently?
A. I've seen documents that vary somewhat in the size of the signature. I've seen it, you know, take up a third of a page, and the loops are sometimes a little different. I'm not an expert in handwriting, sir. 10116

Q. In reviewing Mr. Jackson's financial condition, did it come to your attention that he ever possessed or loaned -- was loaned money by Royalty Advance Funding?
MR. MESEREAU: Objection. Beyond the scope; relevance; Court order.
THE COURT: Sustained.
Q. BY MR. AUCHINCLOSS: You said that you were thinking about obtaining a loan or there was some discussion with Mr. Parviz about obtaining a loan on Mr. Jackson's behalf from Royalty Advance Funding?
MR. MESEREAU: Same objection. Relevance; Court order.
THE COURT: Sustained.
Q. BY MR. AUCHINCLOSS: If Mr. Jackson had obtained a loan -- I'll move on. I'll move on. All right. Let's talk about some of the parties.
Did you meet -- I'm sorry, I believe you mentioned that you met Marc Schaffel?
A. Yes, sir.
Q. And where was -- where did you first meet Marc Schaffel?
A. At his residence in Calabasas.
Q. Okay. Did you ever have a discussion with Marc Schaffel about releases?
A. Yes.
Q. Did you ever have a discussion with Marc 10117

Schaffel about a script of questions that was to be
asked the Arvizo family, or the Arvizos?
A. I don't remember a script discussion.
Q. Did you ever discuss with Mr. Schaffel
matters over the phone?
A. Yes.
Q. Did you ever have a phone conversation with
Mr. Schaffel where you discussed questions which
might be propounded to the Arvizo family during
their filming for the "Take 2" video?
A. I don't remember a conversation with Marc
Schaffel where I enumerated a list of questions or
we discussed specific questions that should or
shouldn't be asked of the Arvizos.
I -- we had -- Mr. Jackson -- we had engaged
Mark Geragos to deal with anything that had
relevance to potential criminal inquiries or
inquiries with regards to, you know, custody of
children, because in that original spout of
publicity there were people saying, you know, his
children should be removed from his custody, et
cetera.
And, you know, I'm a corporate lawyer. So
my primary mission was to engage Mr. Geragos -- or a
part of the mission was to engage someone like Mr.
Geragos to provide advice and assistance with
respect to those types of matters. And to me,
largely, the matters relating to what the -- whether 10118

1 the Arvizos should be in a video or anything of that
2 sort was more Mr. Geragos's venue than mine.
3 Q. Okay. My question is, did you ever -- well,
4 maybe we should start it this way: Did you ever
5 have a discussion with Marc Schaffel about the
6 Arvizos?
7 A. Yes.
8 Q. How many times did you discuss the Arvizos
9 with Marc Schaffel?
10 A. I don't know. I mean, several.
11 Q. More than five?
12 A. Hmm. I'm not sure.
13 Q. You previously testified that the concern
14 from the media about Michael Jackson sleeping with
15 young boys was one of the major concerns; is that a
16 fair paraphrasing of your testimony?
17 A. I don't know. It was certainly significant.
18 Q. And was it also a subject of great interest
19 with the media, the subject of Gavin Arvizo in
20 particular?
21 A. I'm not sure that I can summarize what the
22 media's -- you know, where their attention was or
23 wasn't focused at that time.
24 Q. You never had a discussion with any member
25 of the PR team that said, "Gavin Arvizo is somebody
26 everybody wants to know about," something along
27 those lines?
28 A. It's possible, but I don't recall that 10119

1 specific conversation.
2 Q. Well, you saw the “Take 2” video, right?
3 A. Yes, I did.
4 Q. Was it obvious to you that the world would
5 want to know who this young boy is?
6 A. In the “Take 2” video?
7 Q. I’m sorry. I’m misspeaking. In the Martin
8 Bashir video. Was it obvious to you that the young
9 boy in that video, Gavin Arvizo, was going to be the
10 subject of inquiry by the media? Was that obvious
11 to you?
12 A. Yes.
13 Q. And you said you had these discussions with
14 Mr. Schaffel, several, regarding the Arvizos. What
15 did you talk to Mr. Schaffel about the Arvizos?
16 A. I expressed to Mr. Schaffel my concern that
17 we needed, on Mr. Jackson’s behalf, to find a way to
18 wean the Arvizos away from Mr. Jackson.
19 Q. Did you ever have any discussion with Mr.
20 Schaffel about the Arvizos appearing in the “Take 2”
21 video?
22 A. I know I spoke to Mr. Schaffel about doing
23 some videotaping, but as to whether or not that
24 would ultimately be included in the “”Take 2”,” no,
25 I was not part of the editing. I played no role in
26 the editing of the film for the “Take 2” video.
27 Q. But you did talk to Mr. Schaffel about it,
28 correct? 10120

A. In general terms, yes.
Q. Did you ever talk to Mark Geragos about it?
A. I know I had conversations with Mark Geragos about the “Take 2” video, the rebuttal footage that was being included.
I don’t know that I specifically had a conversation with Marc about the Arvizos being included or not in that video.
Q. Did you ever talk to Mr. Jackson about the “Take 2” video?
A. Yes.
Q. Did you ever talk to him about the Arvizos being included in it?
A. No.
Q. You were aware that the Arvizos were perceived as key players in the rehabilitation of Michael Jackson in the “Take 2” video, weren’t you?
MR. MESEREAU: Objection. Misstates the evidence; no foundation.
THE COURT: Sustained.
Q. BY MR. AUCHINCLOSS: Weren’t you aware that the Arvizos could play a critical role in the “Take 2”?
video?
MR. MESEREAU: Objection; misstates the evidence.
MR. AUCHINCLOSS: It’s a question. I’m not -- 10121

MR. MESEREAU: They weren't in it, Your Honor.
THE COURT: Overruled.
Do you understand the question? Do you want it read back?
THE WITNESS: Please.
(Record read.)
THE WITNESS: I don't remember that we -- that I or other members of the legal team and the PR team -- I don't remember a discussion where it was said, "These are critical people and we have to have them included in the video."
Our focus -- my focus in terms of the "Take 2" was the Bashir outtakes that Hamid had, because I believe, as presented in ""Take 2"," that those revealed Martin Bashir to have been deceptive and perhaps at least less than forthcoming in his characterization in the Granada piece. That, to me, was really the critical element of ""Take 2"."
Q. BY MR. AUCHINCLOSS: But that isn't what the media was upset about, was it? They were upset about Gavin Arvizo and sleeping with children, true?
A. It's hard for me to answer questions about what the media was upset about, I'm sorry.
Q. Didn't you read the newspapers at that time?
A. Sure, I read some newspapers at that time.
Q. Did you follow the Internet at that time?
A. When I had time, I tried to follow what was 10122

being put out by the media.
Q. Okay. And one of the things that the media was clamoring about is Gavin Arvizo, and Michael Jackson sleeping with boys, true?
A. I don't -- I don't remember how much of it was about Gavin Arvizo. There was certainly a lot of fuss about the sleeping with boys.
Q. You're aware that there was a press release which indicated Janet Arvizo was going to be in the "Take 2" video, weren't you?
A. I might have been. I don't recall that press release today.
Q. Well, you're aware that Brad Lachman Productions expected Janet Arvizo to be in that video, aren't you?
A. I don't know what Brad Lachman Productions expected or did not expect.
Q. Did you provide your file on Michael Jackson to anybody involved in this case?
A. Yes.
Q. Who?
A. I delivered my files to the then defense attorneys back in -- last year, to the Katten Muchin law firm in particular.
Q. Okay. Did you meet with Steve Cochran?
A. Yes.
Q. Did you have a conversation with him?
A. Yes. 10123

Q. Did you converse about the facts as far as your involvement in this part of Michael Jackson's life, your capacity as an attorney?
A. Yes.
MR. MESEREAU: Your Honor, there was a period of privilege and then it was waived.
THE COURT: I'm sorry, I don't understand what you're saying.
MR. MESEREAU: Yeah, okay. There was a period where his communications were privileged and then we waived it.
THE COURT: I understand.
MR. MESEREAU: So I can't speak for Mr. Cochran, but I can speak for myself.
THE COURT: Maybe I'm not getting the significance. Do you want to approach and --
MR. MESEREAU: Sure.
THE COURT: I hear what you're saying, but I'm not understanding it.
(Discussion held off the record at sidebar.)
THE COURT: Go ahead.
MR. AUCHINCLOSS: Thank you.
Q. How many meetings did you have with Mr. Cochran?
A. I think it was two. It might have been three. But I think it was two.
Q. And did you turn over your complete files?
A. Best of my knowledge, yes. 10124

Q. Did you remove any documents from those files?
A. I don't recall removing any documents, no, sir.
Q. Is it possible you removed some files, some of those documents?
MR. MESEREAU: Objection; calls for speculation.
MR. AUCHINCLOSS: I'll strike that.
Q. Did the documents that you turned over to Mr. Cochran include billing statements?
A. I don't know.
Q. Did it include your personal notes?
A. I don't know. I mean, I turned over, I think it was, five boxes. It was multiple boxes of documents.
Q. Well, is it fair -- go ahead and finish.
A. Yeah, I'm not sure what all was in there.
Q. Is it fair to say those documents in their complete form would contain a number of pages of personal notes that you took during your representation of Mr. Jackson?
A. I don't know. I'd have to look through the boxes and see what's in there. We had files in numerous places. I had lawyers -- sometimes we had six different lawyers in my firm working on Michael-Jackson-related matters.
Q. I'm asking about your personal notes. You 10125

do write personal notes when you're representing a client, correct?
A. Often.
Q. And you also have phone logs, true?
A. I'm not sure what you mean by a phone log, sir.
Q. Well, don't you charge by the hour?
A. Yes.
Q. So you have billable hours, right?
A. Yeah. I keep time sheets, yes, sir.
Q. When you're on the phone dealing with the client's matters you're billing for it, correct?
A. Generally, yes.
Q. So you keep notes of that?
A. Yeah. I keep time sheets, yes.
Q. So otherwise, you can't bill for it?
A. Yes, sir.
Q. And your complete files should include all those time sheets, correct?
A. I don't remember whether the time sheets were included or not. My time sheets generally are converted into an electronic billing statement. And so I don't generally keep the -- my handwritten -- I don't even know where they go sometimes. I give them to a secretary.
Q. When you talk to your client over the phone, isn't it part of an attorney's duties to keep detailed notes of what his client is informing him 10126

to do so he can go back and refer to those notes in case there is some kind of conflict?
A. Yeah. No, it's prudent practice to keep notes, and I do keep notes. I just don't know whether the notes were -- ended up in what was delivered to Mr. Cochran's law firm or not.
Q. Okay. I guess my next question is, where are your notes?
A. I don't know. I moved from Hale Lane, and I -- I -- I honestly don't know where those notes are. I'd have to go to Las Vegas and look.
Q. You have no idea where your notes are concerning personal conversations that you had with Michael Jackson when you represented him?
A. No, I'm really not. I think -- I know I have -- some of my notes are in a couple of boxes that I have because files moved with me to my new law firm.
Q. So are you saying that the files that you provided to Steve Cochran are incomplete and that you withheld some of the documents, including personal notes?
A. They -- I don't know whether they include my personal notes or not. I would be pleased to look through what Mr. Cochran has and make that assessment. I don't know today. That was close to, you know, nine months ago.
Q. Did you just testify that you have in your 10127

1 possession some personal notes in your new office?
2 A. Yes, I have some of my notes.
3 Q. From the Michael Jackson case?
4 A. Oh, I don't know whether they're from the
5 Michael Jackson case or not.
6 Q. Did you ever perceive the Arvizo family as a
7 liability to Michael Jackson?
8 A. I perceived the Arvizo family as a potential
9 liability to Mr. Jackson.
10 Q. And Mr. Jackson engaged in a lawsuit against
11 Granada, correct?
12 A. Yes.
13 Q. And you desired to have the Arvizos join in
14 that matter; isn't that true?
15 A. It was not my personal decision and desire
16 that they be included. I had, you know, engaged
17 some very prominent, reputable barristers,
18 solicitors, lawyers, to evaluate the best approach
19 to suing Granada, and there was certainly
20 consideration that the claims against Granada could
21 be enhanced if the Arvizos were included as
22 complainants.
23 Q. No release was ever obtained for Gavin
24 Arvizo in the Martin Bashir film, was there?
25 A. I don't believe so. I agree with you, and
26 that's my belief. There was never a release to
27 Granada.
28 Q. And are you aware that Michael Jackson 10128

arranged to have Gavin, Star, and his sister come to Neverland Ranch without their mother to film that segment of the Martin Bashir video?
MR. MESEREAU: Objection; foundation.
THE COURT: Sustained.
Q. BY MR. AUCHINCLOSS: Are you aware that Gavin was filmed as part of the Martin Bashir video?
A. Yes. I've seen the Martin Bashir video and Gavin was in it.
Q. And Martin Bashir filmed Gavin talking about his cancer, correct?
A. Yes.
Q. And as far as you know, his mother never authorized Mr. -- or Gavin Arvizo to appear in that video?
MR. MESEREAU: Objection; foundation.
THE COURT: Sustained.
Q. BY MR. AUCHINCLOSS: Isn't that what you litigated with Granada, the fact that -- one of the facts that you were litigating involved Gavin's -- or the failure to obtain a release from Gavin or his mother? Isn't that one of the issues that you sought to bring to bear on Granada concerning this lawsuit?
A. Again, I have trouble with the lawsuit and the complaints before the Standards Board, the Broadcasting Board. I know for certain that was a concern and a claim made in the complaint to the 10129

Broadcasting Standards Board. I just don't remember whether that was also in the litigation. It's --
Q. Did Michael Jackson express any concern about having Gavin's face blanked out before the airing of the Martin Bashir video?
MR. MESEREAU: Objection. Beyond the scope; relevance.
THE COURT: Overruled.
You may answer.
THE WITNESS: Michael generally was concerned about the images of the children, not just his children, but the children.
Q. BY MR. AUCHINCLOSS: I'm asking you if he ever expressed specifically a concern about having Michael -- about having Gavin Arvizo's face blanked out in that film.
A. I don't recall that -- Mr. Jackson making such a specific statement to me.
Q. Was it something you attempted to negotiate with Granada?
A. I don't know.
Q. Did it occur to you when you saw that video that Gavin's appearance in that video could be quite traumatic to a 13-year-old boy?
MR. MESEREAU: Objection; foundation.
THE COURT: Sustained.
Q. BY MR. AUCHINCLOSS: Did you have any concern about Gavin Arvizo in terms of having his 10130

face blotted out on the Martin Bashir video?
A. I think the subject -- and I'm not certain.
I think the subject came up in one of the
teleconferences with the UK team. We were on a very
short timeline to present a demand to Granada. The
film was supposed to air on Monday, and we were
trying to organize ourselves as the legal
representatives over that weekend --
MR. AUCHINCLOSS: I'm going to object to the
narrative.
THE WITNESS: Sorry
THE COURT: All right. Sustained.
Q. BY MR. AUCHINCLOSS: At some time in your
attempts to keep the Arvizo family on board with
this lawsuit, did you offer Janet Arvizo money?
A. I don't know. I don't -- I don't -- I don't
remember offering her money. I only spoke with her
once or twice. But I remember there were
discussions about providing money for the Arvizos.
And it wasn't just, you know, for the video. It was
goodwill and --
Q. Janet Arvizo was never paid a dime for the
video; isn't that true?
A. What video?
Q. The video that she made, that was taken of
her by Hamid and Schaffel.
A. I don't know.
Q. Okay. You know -- 10131

A. I'm not aware of anything.
Q. Okay. There was never any intention to give her money, as far as you know, for her appearance in that video; is that fair to say?
A. There was -- I had a conversation with Mark Geragos at one point about doing something economically to help the Arvizos. Whether it was getting them an apartment with, you know, prepaid rent, some sort of economic accommodation to them.
Q. I'm talking about the video.
A. I do not recall any specific conversation of a payment for the appearance in the video.
Q. And did you not offer Janet Arvizo, through her attorney, Mr. Dickerman, $25,000 to stay on as plaintiffs in the Granada lawsuit?
A. Yes, I did.
Q. You do recall that now?
A. I do recall that, yeah.
Q. You also offered to take care of all the attorney's fees in terms of litigating that lawsuit, in addition to giving her $25,000; isn't that true?
A. Yeah. I'm not sure it was the lawsuit. I think that was the Broadcasting Standards Board complaint.
Q. Okay.
A. Okay.
Q. These were both litigations over some kind of money damages; is that fair to say? 10132

A. No, it's not fair to say. The Broadcasting Standards Board complaint process is not an economic reward process. That is, if you are successful in the complaint, there is no damage award.
Q. What's the outcome?
A. Granada gets a -- if a complaint is upheld, the broadcaster is censured, or I believe there's a potential for fines, but it's very rare.
Q. Okay. So you offered Janet Arvizo money because you wanted Granada censured; is that true?
A. We wanted to -- as a strategic matter, we wanted to maintain both complaints before the Broadcasting Standards Board, because we viewed that as positive leverage in the lawsuit.
Q. Okay. And all positive leverage aside, Janet Arvizo did not want Michael Jackson's money, did she?
A. I don't know what Janet Arvizo did or didn't want.
Q. It was turned down. Your offer was turned down; isn't that true?
A. Well, that's true.
Q. Okay. Would it be positive leverage to keep Gavin, I guess, and Janet, the Arvizo family, in that lawsuit because they were perceived as people who were wronged in the filming of that video? Isn't that fair to say?
A. It was leverage because it was a good, 10133

strong, colorable claim in front of the Broadcasting Standards Board.
Q. Do you disagree with what I said, that they were perceived to be people who were wronged by that action?
A. I don't know how they were perceived. I know we crafted a complaint and filed a complaint that made allegations to that effect. I just -- I can't answer about perceptions. I'm sorry.
Q. Well, you perceived it to be a situation where the Arvizos had leverage, additional leverage in this lawsuit because they suffered from it; isn't that true? Or do you disagree with that?
A. It was -- again, I don't -- I don't recall their participation in the lawsuit. This was a complaint before the Broadcasting Standards Board. And there were two complaints filed. Originally there was one complaint filed, and the Broadcasting Standards Board said, "No, this is wrongly pled, and the Arvizos' complaint has to be a separate and distinct complaint from Mr. Jackson's complaint." So we filed a complaint -- the UK lawyers filed a complaint on behalf of the Arvizos before the Broadcasting Standards Board. Parallel, there is a lawsuit going on in a court in England.
Q. I'm going to object to the narrative. I would just ask you -- I don't want to 10134

quibble about lawsuits versus complaints, okay?
It's the semantics. I want to know --
MR. MESEREAU: Move to strike counsel's
comments.
MR. AUCHINCLOSS: Just trying to express my
question.
THE COURT: It's stricken.
Q. BY MR. AUCHINCLOSS: Okay. I just want to
know that when an individual files a complaint with
the Broadcasting Standards Commission -- is that the
name?
A. I think it's a board.
Q. Okay. They don't have a complaint unless
they've been wronged in some fashion; am I right in
that or am I wrong?
A. The complaint alleged that Granada acted
wrongly towards the Arvizos.
Q. Thank you.
A. Okay.
Q. Okay. Now, as far as Mr. Konitzer and Mr.
Weizner's involvement with Mr. Jackson, you were
concerned about 960,000, you said, that was --
A. I think it's --
Q. -- that was disbursed to these two
gentlemen, correct?
A. Yes. I think it was 965, yes.
Q. Okay. 965. And you informed Mr. Jackson of
that, true? 10135

A. Yes.
Q. And after you informed him of that, Mr. Jackson fired you; is that true?
A. Yes.
Q. And one of the things that you did on your own was to get -- was to investigate all of the people in Mr. Jackson's inner circle?
A. Yeah, I don't know about "all," but --
Q. Some of the people?
A. Quite a few people, yes.
Q. Okay. And you informed Mr. Jackson of that conduct, that you did that on your own, didn't you?
A. Yes.
Q. Yes.
A. Well, actually, I think we -- my partner, Mr. Gibson and I, I think we informed Mr. Jackson that we wanted to conduct background investigations on various people. I'm not sure we gave him an entire list, but we got general approval to engage an investigative team and conduct some background investigations.
Q. Okay. And he didn't fire any of the people that you did the background checks on, did he?
MR. MESEREAU: Objection; foundation.
THE COURT: Sustained.
Q. BY MR. AUCHINCLOSS: Do you know if he fired any of the people that he did the background checks on? That you did the background checks on, excuse 10136

me.
MR. MESEREAU: Objection; vague as to time.
THE COURT: Sustained.
Q. BY MR. AUCHINCLOSS: Do you know if he fired any of the people that you did the background checks on within, say, a couple of months after you did the background checks, or after you delivered that information to Mr. Jackson?
A. I'm not aware that anyone was fired as a result of the investigative reports.
Q. Okay. And --
THE COURT: Counsel, I'm -- we have an issue we have to take up. I'm just wondering how much longer you have with this witness.
MR. AUCHINCLOSS: I don't think I'm going to finish this afternoon. I don't have a lot left, but it's -- it's more than eight minutes.
THE COURT: All right. Then we'll stop now. So we'll take up the other issue.
You may step down.
And the jury, I'll excuse you until tomorrow morning. I'll see you at 8:30. Remember the admonition.

(The following proceedings were held in open court outside the presence and hearing of the jury:)
10137

THE COURT: All right. Counsel, I've been told there's an issue you wish to take up.
MR. SANGER: There is. Could we ask -- Mr. Kopp is a lawyer who's waiting outside. Could we ask that he be --
THE BAILIFF: What's his name?
MR. SANGER: Kopp. Shep Kopp.
With the Court's permission, I'll wait until he gets in here so he can hear everything.
Your Honor, Mr. Kopp is with Mr. Geragos's law firm and he is here representing Mr. Geragos, my understanding.
I have given to the bailiff an original subpoena and return thereon, showing that Mr. Geragos was subpoenaed to appear tomorrow. And I would point out to the Court that we had earlier subpoenaed him and had hoped to call him today. "Today" being Thursday.
It turns out that he is in a jury trial. The jury trial goes Monday through Thursday. He indicated that the judge was not willing to let him off for the purpose of being here today, and so therefore we resubpoenaed him for tomorrow. That's the subpoena that the Court will have momentarily. I think your clerk or your secretary is being kind enough to make an extra copy for us.
Mr. Geragos has been struggling with the duty to appear because, being in trial, he scheduled 10138

a number of things, including a preliminary hearing
tomorrow in another court. I had asked him to
please clear that and indicated that we would inform
this Court of his need to be here in case the judges
wanted to call Your Honor, or vice versa, in order
to clear that.
Thank you.
And I'll just file the original, if we
could, please, with the clerk.
Thank you.
And a copy to counsel. And another copy for
Mr. Kopp.
To cut through all the nonsense and get
right down to the bottom line, we really need him
tomorrow at 8:30 or we need him Monday at 8:30. We
really cannot put it off any longer.
Mr. Kopp has indicated that -- and, in fact,
Mr. Geragos told me on the phone this morning that
he would rather come on the 26th, or June
something-or-other. It does not work. And we've
tried to accommodate him, and I understand his
situation, but we just need to do something.
I believe that if this Court specifically
orders him to be here absolutely on Monday, that
that may help him clear his calendar. Or you could
order him tomorrow. But we are asking to enforce
the subpoena for either tomorrow or Monday. And I
gather what Mr. Kopp will tell you is that probably 10139

Monday is better than tomorrow, but we're -- we'll live with that. But we do need to enforce it somehow or another.

I thought we should bring it to your attention. We do not want to be here having to have a body attachment issued and go through all that unnecessarily. And if this Court's order are specific instructions to Mr. Kopp or a call to a judge or willingness to receive a call to clear this up, we would appreciate it.

Thank you.

THE COURT: Do you want to say anything, Mr. Kopp?

MR. KOPP: I suppose I should, Your Honor. I thought maybe we could resolve this maybe through a phone call from Your Honor to the trial court in Orange County.

THE COURT: They can't hear you. You have to speak into a microphone.

MR. KOPP: I'm sorry.

Good afternoon, Your Honor. I thought maybe this could be resolved by way of a phone call from Your Honor to the trial court in Orange County, and I have those phone numbers, and maybe this can all be worked out.

We're doing our best to accommodate the Court. The subpoena was just served yesterday. Obviously there are many other matters scheduled, so 10140

we're trying to comply.
THE COURT: Let me see the subpoena.
MR. SANGER: Your Honor, I'd point out this is our second subpoena.
THE COURT: As I understand, the subpoena is for tomorrow. So I'll order him to appear here at 8:30 a.m. tomorrow morning in accordance with the subpoena.
MR. KOPP: Well, may I -- if that is what the Court is going to do, I mean, I guess I would like to be heard on that and just make it known that Mr. Geragos did have -- there was two matters scheduled in Van Nuys, one of which is a custody matter. Those matters have been put over numerous times. And there's a preliminary hearing scheduled --
THE COURT: Now you know how citizens feel in this community and every community in the state when they're called away from their employment by attorneys in courts.
MR. KOPP: I --
THE COURT: Now we have a lawyer who wants special accommodation. The answer is no. He's been subpoenaed. There's no motion to quash. I expect him here at 8:30 tomorrow morning.
MR. KOPP: Your Honor --
THE COURT: That will give me time to get the warrant out when he doesn't appear so he'll be here Monday for sure. Because I expect him to be here 10141

tomorrow morning.
MR. KOPP: Well, I -- I don't mean to ask for special treatment, Your Honor, but what I do want to ask for is professional courtesy. And I think subpoenaing somebody two days before they're scheduled to appear is not sufficient notice, particularly given the fact that everyone in this courtroom, I believe, is aware of the fact that Mr. Geragos has been in this trial and has numerous matters scheduled. So I'm not -- I don't mean --
THE COURT: We're aware, you know, that he's a very busy attorney. It's the same with any citizen who's subpoenaed. It's the same with the jurors that are called to testify.
Now, the question is, does the present employment of the person overcome the immediacy of the subpoena? And it's always the immediacy of the subpoena that overcomes. It doesn't -- it's no different than if we subpoenaed a deputy sheriff or a mechanic, or a child victim. You know, this is a subpoena he has to obey.
And, you know, I'm sure you'd be delighted if you were the attorney asking your subpoena to be enforced. So....
MR. KOPP: Well, if I was the attorney, I would have served it more than two days before the court date, but I'm not the attorney.
But that being said, I will convey the 10142

Court's order to Mr. Geragos.
THE COURT: Thank you.
All right. I do want to see two of the attorneys in chambers for a moment, that would be Mr. Mesereau and Mr. Sneddon, with the court reporter.
THE BAILIFF: Judge, do you plan to come back out?
THE COURT: No, I'm not going to come back out.
THE BAILIFF: Thank you.
THE COURT: This will just take a minute.
(The proceedings adjourned at 2:30 p.m.)
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REPORTER'S CERTIFICATE

THE PEOPLE OF THE STATE)
OF CALIFORNIA,)
Plaintiff,)
-vs-) No. 1133603
MICHAEL JOE JACKSON,)
Defendant.)

I, MICHELE MATTSON McNEIL, RPR, CRR, CSR #3304, Official Court Reporter, do hereby certify:

That the foregoing pages 10004 through 10143 contain a true and correct transcript of the proceedings had in the within and above-entitled matter as by me taken down in shorthand writing at said proceedings on May 12, 2005, and thereafter reduced to typewriting by computer-aided transcription under my direction.

DATED: Santa Maria, California, May 12, 2005.

MICHELE MATTSON McNEIL, RPR, CRR, CSR #3304